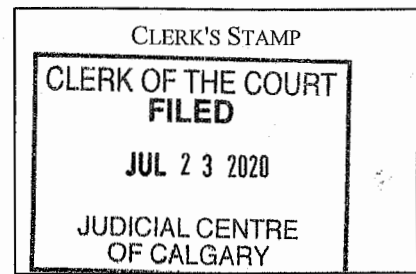


FORM 49
[RULE 13.19]



COURT FILE NUMBER

2001-08972

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

**APPLICATION OF BJ SERVICES HOLDINGS
CANADA, ULC**

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855-2nd Street SW
Calgary, Alberta T2P 4K7

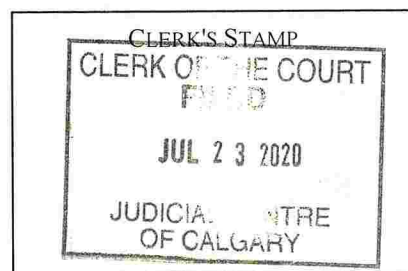
Attention: Kelsey Meyer / Keely Cameron
Telephone No.: 403-298-3323 / 403-298-3324
Fax No.: 403-265-7219
Client File No.: 78081-9

AFFIDAVIT OF WARREN ZEMLAK

Sworn on July 22, 2020

VOLUME 1 OF 3

FORM 49
[RULE 13.19]



COURT FILE NUMBER

2001- 08972

COURT

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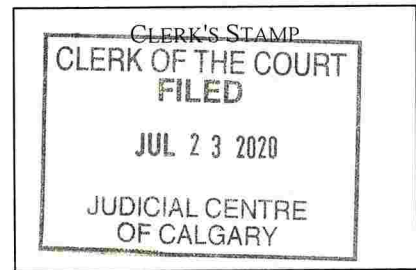
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AFFIDAVIT OF WARREN ZEMLAK

Sworn on July 22, 2020

VOLUME 2 OF 3

FORM 49
[RULE 13.19]



COURT FILE NUMBER

2001- 08972

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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AFFIDAVIT OF WARREN ZEMLAK

Sworn on July 22, 2020

VOLUME 3 OF 3

FORM 49
[RULE 13.19]

CLERK'S STAMP

COURT FILE NUMBER 2001-

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

**APPLICATION OF BJ SERVICES HOLDINGS
CANADA, ULC**

DOCUMENT **AFFIDAVIT**

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Fax No.: 403-265-7219
Client File No.: 78081-9

AFFIDAVIT OF WARREN ZEMLAK

Sworn on July 22, 2020

I, Warren Zemlak, of Tomball, Texas, SWEAR AND SAY THAT:

1. I am the President and Chief Executive Officer of BJ Services, LLC, and am the President and a director of its subsidiary, BJ Services Holdings Canada, ULC ("**BJ Canada**"), and as such, have personal knowledge of the matters hereinafter deposed to, except where otherwise stated to be based upon information and belief, in which case I verily believe the same to be true.

Service

2. The Originating Application, with a form of Order appended thereto, and this Affidavit are being served upon all known secured creditors of BJ Canada in advance of the hearing of this application.

The Chapter 11 Proceedings

3. BJ Canada is a debtor pursuant to proceedings (the "**Chapter 11 Proceedings**") commenced by it and certain of its affiliates, BJ Services, LLC, BJ Management Services, L.P. and BJ Services Management Holdings Corp. (collectively, and together with BJ Canada, the "**Chapter 11 Debtors**") in the United States Bankruptcy Court, Southern District of Texas (the "**U.S. Bankruptcy Court**"), pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**U.S. Bankruptcy Code**"). Attached hereto as **Exhibit "1"** is a true copy of the Petition that commenced the Chapter 11 Proceedings in relation to BJ Canada, dated July 20, 2020. Attached hereto as **Exhibit "2"** is a true copy of my Declaration, declared in the Chapter 11 Proceedings on July 20, 2020. I confirm that the contents of my Declaration are true.

The Chapter 11 Debtors

4. BJ Services, LLC is, directly or indirectly, the parent company of the other Chapter 11 Debtors, including BJ Canada. The Chapter 11 Debtors and their other affiliates, (collectively, the "**Company**") are, collectively, a leading provider of hydraulic fracturing and cementing services to upstream oil and gas companies engaged in the exploration and production ("**E&P**") of North American oil and natural gas resources.
5. BJ Canada was incorporated pursuant to the laws of the Province of British Columbia, is extra-provincially registered in the Provinces of Alberta and Saskatchewan, and carries on business in Canada primarily in the Province of Alberta. Attached hereto as **Exhibit "3"** is a true copy of a corporate search for BJ Canada in the Province of British Columbia. Attached hereto as **Exhibits "4"** and **"5"** are true copies of extraprovincial registrations of BJ Canada in the Province of Alberta and in the Province of Saskatchewan.

6. BJ Canada provides fracturing and cementing services in the Western Canada Sedimentary Basin.

The Organizational Structure of the Chapter 11 Debtors

7. Attached hereto as **Exhibit "6"** is a true copy of an organizational structure chart that sets out the organizational structure of the Company, including the Chapter 11 Debtors (the "**Organizational Chart**").
8. As is shown on the Organizational Chart, BJ Canada is a wholly-owned subsidiary of BJ Services Luxembourg S.a.r.l. ("**BJ Lux**"), which is a non-guarantor restricted subsidiary under the Company's funded debt with no assets or operations. BJ Lux, in turn, is a wholly-owned subsidiary of BJ Services, LLC. BJ Lux is not a Chapter 11 Debtor, as it has no obligations under the Company's funded debt, nor is it an operating entity.

BJ Canada's Prepetition Capital Structure

9. As of the date of filing of the petition in the Chapter 11 Proceedings (the "**Petition Date**"), BJ Canada, as guarantor of the indebtedness of BJ Services, LLC, had approximately USD \$291.6 million in total funded debt obligations, as set forth below:

Debt	Approx. Principal Amount Outstanding (USD)
Prepetition ABL Credit Agreement	\$101.6 million
Equipment Term Loan Credit Agreement	\$190.0 million
<u>Total Funded Debt Obligations</u>	<u>\$291.6 million</u>

A. Prepetition ABL Facility.

10. As is set out in my Declaration attached hereto as **Exhibit "2"**, BJ Canada is a guarantor in relation to the Revolving Credit and Guaranty Agreement dated May 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms therein, the "**Prepetition ABL Credit Agreement**") by and among BJ Services, LLC as borrower, the other Chapter 11 Debtors as guarantors, the prepetition lenders under the Prepetition ABL Credit Agreement (the "**Prepetition**

ABL Lenders") and the administrative agent for the Prepetition ABL Lenders, JP Morgan Chase Bank, N.A. (the "**Prepetition ABL Agent**" and, together with the Prepetition ABL Lenders, the "**Prepetition ABL Secured Parties**"). The Prepetition ABL Credit Agreement provides for a USD \$350 million asset-based lending facility with a maturity date of May 30, 2022 (the "**Prepetition ABL Facility**"), which accrues interest at a rate per annum equal to: (a) the base rate plus an applicable margin of 0.25%, 0.50%, or 0.75% based on the quarterly average excess availability under the Prepetition ABL Facility; or (b) LIBOR plus an applicable margin of 1.25%, 1.50%, or 1.75% based on quarterly average the excess availability under the Prepetition ABL Facility. The Prepetition ABL Facility is secured on a first-priority basis by cash, inventory and accounts receivable. The borrowing base under the Prepetition ABL Facility is subject to redeterminations from time to time. As of the Petition Date, approximately USD \$101.6 million was outstanding under the Prepetition ABL Facility.

B. Equipment Term Loan.

11. As is set out in my Declaration attached as **Exhibit "2"**, BJ Canada is a guarantor in relation to the Term Loan Credit and Guaranty Agreement dated January 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the "**Equipment Term Loan Credit Agreement**"), by and among BJ Services, LLC as borrower, the other Chapter 11 Debtors as guarantors, the lenders party thereto, and GACP Finance Co., LLC, as administrative agent (the "**Term Loan Agent**"). The Equipment Term Loan Credit Agreement provides for a USD \$200 million term loan with a maturity date of January 3, 2023 (the "**Equipment Term Loan**"). The obligations under the Equipment Term Loan are secured by all of the Chapter 11 Debtors' (including BJ Canada's) equipment, any certificates of title, books and records pertaining to any equipment, and proceeds of any of the foregoing (the "**M&E**"). As of the Petition Date, there is approximately USD \$190.0 million aggregate principal outstanding under the Equipment Term Loan. The Term Loan Agent sent the Chapter 11 Debtors a notice of acceleration on July 17, 2020 based on, among other things, the Chapter 11 Debtors' failure to make a payment due under the Equipment Term Loan on June 30, 2020.

C. Registrations at Personal Property Registries.

12. Attached hereto as **Exhibits "7", "8" and "9"** are true copies of search results of the Personal Property Registries of British Columbia, Alberta and Saskatchewan, respectively, in relation to BJ Canada.

Events Leading to Chapter 11 Proceedings

13. My Declaration, attached here as **Exhibit "2"**, and in particular, Part III thereof, sets out the events leading to the Chapter 11 Proceedings of the Chapter 11 Debtors, which apply equally to BJ Canada. As set out therein, at the outset of 2020, the Chapter 11 Debtors had USD \$350 million in committed financing under the Prepetition ABL Facility and sufficient liquidity to restructure their funded debt obligations. However, in the latter half of March 2020, drastic and unprecedented global events, including a “price war” between OPEC and Russia and the macroeconomic effects of the global COVID-19 pandemic caused many of the Company's E&P clients to curtail their well drilling and completion programs and/or to pause operations for an indeterminate period. These sudden, unanticipated events went far beyond the ordinary volatility of the E&P industry and had significant and unanticipated implications for the Company, including a sharp decline in accounts receivable, which comprised the majority of the Company's borrowing base under its Prepetition ABL Facility.
14. Despite efforts to reduce their aggregate funded indebtedness and/or address potential upcoming liquidity constraints, the sharp decrease in revenue triggered a borrowing base redetermination under the Prepetition ABL Facility at the end of May 2020 that required a paydown of the Prepetition ABL Facility of approximately USD \$47.5 million at the end of June (and likely future paydowns as accounts receivable continued to decline). Separately, on May 26, 2020, the Prepetition ABL Agent provided the Chapter 11 Debtors with notice that starting June 2, 2020, the Prepetition ABL Agent would impose an additional USD \$86 million borrowing base reserve under the Prepetition ABL Facility.
15. The Chapter 11 Debtors' operations in this constrained environment could not bear this burden. On June 2, 2020, after intense negotiations, the Chapter 11 Debtors and the

Prepetition ABL Lenders entered into a waiver agreement pursuant to which the Prepetition ABL Lenders waived the scheduled redetermination of the borrowing base and imposition of the reserve through June 12, 2020. To secure this waiver, the Chapter 11 Debtors paid down USD \$7.5 million of the Prepetition ABL Facility and agreed to certain other reporting and financial covenants. The Chapter 11 Debtors subsequently agreed to additional extensions of the waiver, through June 23, 2020 (in exchange for an additional USD \$20 million Prepetition ABL Facility paydown), June 30, 2020 (in exchange for an additional USD \$15 million Prepetition ABL Facility paydown), July 16 (several "no-fee" extensions between June 30 and July 16), and July 19, 2020 (in exchange for an additional USD \$5 million Prepetition ABL Facility paydown), in the weeks leading up to and through the Petition Date.

Exploration of Potential Alternatives

16. Part III, Section C of my Declaration attached at **Exhibit "2"** describes the efforts of the Chapter 11 Debtors, including BJ Canada, to explore strategic restructuring alternatives, including a comprehensive out-of-court balance sheet reorganization that would obviate the need for a chapter 11 filing. Restructuring alternatives that were explored include negotiating with the Prepetition ABL Lenders to build consensus around a holistic out-of-court restructuring transaction, soliciting debt and equity investments, and consideration of potential merger transactions with strategic partners in the industry. Ultimately, the Company, in consultation with its advisors and key stakeholders, determined that each out-of-court proposal was not actionable because, among other reasons, the proposals would not provide sufficient liquidity to materially delay the necessity of a chapter 11 filing.
17. In parallel with exploring out-of-court restructuring alternatives, and even prior to the industry-wide headwinds faced by the oil and gas industry in the wake of the COVID-19 global pandemic and OPEC price war, the Chapter 11 Debtors solicited interest from third parties in the purchase of underutilized assets of the Company. Demand for these assets dissipated when oil prices dropped (and drilling and fracturing decreased) as the market became oversaturated with companies looking to sell underutilized assets. The Chapter 11 Debtors were not able to find a holistic solution to their financial challenges

through asset sales alone, and market volatility caused delays in realizing those asset sales to any material degree.

Chapter 11 Filing

18. The Chapter 11 Debtors have spent the weeks leading up to the Chapter 11 filing trying to negotiate a restructuring with their key stakeholders that would provide a realistic go-forward business model and deleveraged capital structure. Despite detailed planning and robust negotiations over the past several months, an agreement never materialized, as the Chapter 11 Debtors were unable to reach an agreement that worked for all parties. On July 20, 2020, the Chapter 11 Debtors commenced the Chapter 11 Proceeding.
19. The Chapter 11 Debtors have negotiated the limited consensual use of the Prepetition ABL Lenders' cash collateral for seven days in order to bring their key stakeholders back to the table to see if an agreement for a viable reorganization can be reached. Absent a viable reorganization, the Chapter 11 Debtors intend to execute a value-maximizing orderly wind down and to confirm a chapter 11 plan, with the support and input of all stakeholders (including an official committee of unsecured creditors once formed).
20. The Chapter 11 Debtors intent to return to the U.S. Bankruptcy Court in the next week to provide additional clarity regarding the direction of the Chapter 11 Proceedings.

BJ Canada as Foreign Representative

21. As part of its first day motions in the Chapter 11 Proceedings heard on July 21, 2020, the Chapter 11 Debtors sought and were granted an Order authorizing BJ Canada to act in the capacity as foreign representative of its estate in the within proceedings. Attached hereto as **Exhibits "10"** and **"11"** are true copies of the motion of the Chapter 11 Debtors for the said Order, and the Order Authorizing BJ Services Holdings Canada ULC to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505 granted by the U.S. Bankruptcy Court and entered July 21, 2020 (the **"Foreign Representative Order"**). I am advised by U.S. counsel for the Chapter 11 Debtors that the U.S. Bankruptcy Court does not provide certified copies of documents. BJ Canada seeks recognition by this Court of the Foreign Representative Order.

22. The Chapter 11 Proceedings are the only foreign proceedings in respect of BJ Canada that are known to me as the President and as a director of BJ Canada.

The Chapter 11 Proceedings are Foreign Main Proceedings

Functional Integration of the Company in Tomball, Texas:

23. The Company operates as a functionally integrated group. Its management is carried out from its corporate headquarters in Tomball, Texas.
24. The Company is consolidated financially, and the Company is operated by division, rather than by location.
25. As is set out above, BJ Canada was incorporated in the Province of British Columbia, and is extra-provincially incorporated in the Province of Alberta and in the Province of Saskatchewan. However, all of BJ Canada's Canadian offices are in the Province of Alberta, and all of its Canadian employees are employed in the Province of Alberta. BJ Canada has an office in Calgary, owns a facility in Red Deer (which is idle), and owns a facility for hydraulic fracturing and cementing in Grande Prairie, Alberta.
26. BJ Canada's operations are primarily in the Province of Alberta, however in the first quarter of 2020 it carried out work in British Columbia. It currently has some mobile bulk equipment sitting at a thirty party yard in Fort Nelson, British Columbia.
27. Although BJ Canada was incorporated in the Province of British Columbia, and its Canadian headquarters is in Calgary, Alberta, Canada, BJ Canada operates as an integrated part of the Company as a whole, and the mind and management for BJ Canada is in Tomball, Texas, where the corporate headquarters of the Company is located.
28. BJ Canada's website and its letterhead lists its address as that of the corporate headquarters of the Company, in Tomball, Texas. Attached hereto as **Exhibit "12"** is a true copy of the Company's website for BJ Canada. BJ Canada's marketing and communications functions are located in Tomball, Texas.
29. The management of BJ Canada takes place in Tomball, Texas. Corporate decisions in relation to BJ Canada are made by senior management of the Company in Tomball,

Texas. The Company is managed on a consolidated basis, and the operations of BJ Canada are fully integrated with those of the Company.

Directors:

30. The directors of BJ Canada are:
- (a) Warren Zemplak, located in Tomball, Texas; and
 - (b) Caleb Barclay, located in Tomball, Texas.

Officers:

31. The officers of BJ Canada are:
- (a) Warren Zemplak – President, located in Tomball, Texas;
 - (b) Caleb Barclay – Vice President, located in Tomball, Texas;
 - (c) John R. Bakht – Vice President and Secretary, located in Tomball, Texas;
 - (d) Christine Morris – Vice President and Treasurer, located in Tomball, Texas;
 - (e) Trevor Gorchynski – Vice President, located in Calgary, Alberta, Canada.

Operations and Management of BJ Canada:

32. The members of BJ Canada's executive team are all members of the executive team of the Company as a whole, operating out of Tomball, Texas, in the United States:
- (a) Warren Zemplak is the President and Chief Executive Officer of BJ Services, LLC;
 - (b) Caleb Barclay is the Executive Vice President and Chief Operating Officer of BJ Services, LLC;
 - (c) Christine Morris is the Executive Vice President and Chief Financial Officer of BJ Services, LLC;

- (d) John Bakht is the Executive Vice President and General Counsel of BJ Services, LLC; and
 - (e) Malcolm O'Neal is the Vice President, Human Resources & Administration of BJ Services, LLC.
33. A majority of the strategic decisions in relation to BJ Canada are made by these decision-makers in the United States.
34. BJ Canada provides the same hydraulic fracturing services and well cementing services to upstream oil and gas companies engaged in the exploration and production of oil and natural gas resources as the other Chapter 11 Debtors.
35. BJ Canada has a small office in Calgary, Alberta.
36. As of July 20, 2020, BJ Canada had 105 active employees and 18 employees on leave. BJ Canada's employees are employed in the Province of Alberta.
37. Day-to-day management of operations of BJ Canada is handled by Patrick Kearley, the Director – Canadian Basin, and Director – Environmental, Health, Safety & Quality for BJ Canada. Trevor Gorchynski, Vice President at BJ Canada, heads the hydraulic fracturing business in Canada. Both Mr. Kearley and Mr. Gorchynski are employed in the Province of Alberta, in Canada. While day-to-day management of BJ Canada occurs out of Alberta, senior management of BJ Canada is carried out in Tomball, Texas, through the Company's senior management team. All major decisions with respect to BJ Canada's operations, and all strategic, legal, financial and corporate decisions with respect to BJ Canada are made by the senior management team, operating out of Tomball, Texas.

Assets and Liabilities of BJ Canada:

38. Pursuant to BJ Canada's trial balances as of June 30, 2020, BJ Canada has assets of USD \$4.6 million and liabilities of USD \$18.9 million (in addition to the USD \$291.6 million liabilities of BJ Canada as a guarantor pursuant to the Prepetition ABL Credit

Agreement and the Equipment Term Loan Credit Agreement). Attached hereto as **Exhibit "13"** is a true copy of BJ Canada's trial balances as of June 30, 2020.

39. BJ Canada's assets primarily constitute machinery and equipment used for its hydraulic fracturing and cementing operations, its facilities at Red Deer, Alberta and at Grande Prairie, Alberta (including the lands upon which those facilities are located), mobile bulk equipment in British Columbia, and some accounts receivable. The majority of BJ Canada's liabilities consist of accounts payable.
40. BJ Canada's banking is through Canadian Imperial Bank of Commerce. Decisions regarding where BJ Canada conducts its banking are made by the Chief Financial Officer of the Company in Tomball, Texas, and the Company's finances are managed on a consolidated basis.

Recognition Proceedings Pursuant to Part IV of the CCAA

41. BJ Canada seeks to protect its interests, and the interests of its creditors, in Canada. BJ Canada seeks to ensure that potential Canadian parties-in-interest have the opportunity to be heard in a convenient forum, and further, to ensure coordination and consistency as between these proceedings and the Chapter 11 Proceedings, so as to protect and maximize the value of the assets and estate of BJ Canada.
42. It is desirable that the wind-down of the Chapter 11 Debtors be coordinated and that multiplicity of proceedings in two different jurisdictions be avoided, and as such, BJ Canada seeks recognition by this Court of the Chapter 11 Proceedings with respect to BJ Canada.
43. Separate plenary proceedings in Canada pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") would add to the already significant costs associated with the Chapter 11 cases without any real attendant benefit to the stakeholders.

Relief Sought

BJ Canada as Foreign Representative; Recognition of Foreign Main Proceedings:

44. BJ Canada seeks an Order appointing it as the foreign representative of its own estate and recognizing the Chapter 11 Proceedings as "foreign main proceedings", and granting a stay of proceedings with respect to BJ Canada, along with other relief as set out in the proposed form of Order attached as Schedule "A" to the Originating Application filed herewith.

Recognition of Foreign Representative Order:

45. BJ Canada seeks an Order recognizing in Canada and enforcing the Foreign Representative Order, being a first-day Order granted by the U.S. Bankruptcy Court on July 21, 2020. The motion for the Foreign Representative Order and the Foreign Representative Order granted by the U.S. Bankruptcy Court on July 21, 2020 are attached hereto as **Exhibits "10" and "11"**. The motion for the Foreign Representative Order sets out the grounds for the same, and the Foreign Representative Order authorizes BJ Canada to act as the foreign representative of its estate for the purposes of these proceedings.

Recognition of Interim Cash Collateral Order:

46. BJ Canada seeks an Order recognizing in Canada and enforcing the Interim Order (I) Authorizing Debtors to Use Cash Collateral Pursuant To Section 363(c) of the Bankruptcy Code, (II) Granting Adequate Protection to the Prepetition ABL Secured Parties for the Use Thereof, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (IV) Granting Related Relief (the "**Interim Cash Collateral Order**"), being a first-day interim Order granted by the U.S. Bankruptcy Court on July 21, 2020. Attached hereto as **Exhibits "14" and "15"** are true copies of the motion for the Cash Collateral Order and the Interim Cash Collateral Order granted by the U.S. Bankruptcy Court on July 21, 2020 and entered on July 21, 2020. The Chapter 11 Debtors intend to apply to the U.S. Bankruptcy Court for a final Cash Collateral Order at a later date. The motion for the Cash Collateral Order sets out the grounds for the same, and the Interim Cash Collateral Order, *inter alia*: (a) authorizes the Chapter 11 Debtors to continue to use the cash collateral of the Prepetition ABL Secured Parties, CLMG Collateral of the

CLMG Secured Parties and GACP Collateral of the GACP Secured Parties (as those terms are defined therein), (b) grants superpriority claims and the grant of automatically perfected liens, security interests and other adequate protection, as applicable, to the Prepetition ABL Secured Parties, CLMG Secured Parties and the GACP Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, in the CLMG Collateral, as applicable, or in the GACP Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, or the GACP Term Loan Agreement (as those terms are defined therein), (c) subject to certain challenge rights of certain parties in interest, approves certain stipulations by the Chapter 11 Debtors with respect to the Prepetition ABL Loan Documents, CLMG Term Loan Credit Agreement, and the liens and security interests arising therefrom, (d) vacates and modifies the automatic stay imposed by section 362 of the U.S. Bankruptcy Code; (e) subject to the Final Order, waives the Chapter 11 Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral or the Adequate Protection Collateral (as defined therein) any claims to surcharge pursuant to section 506(c) of the U.S. Bankruptcy Code, any "equities of the case" exception pursuant to section 552(b) of the U.S. Bankruptcy Code and the equitable doctrine of marshalling or any similar doctrine, (f) schedules a final hearing to consider entry of a final order, (g) waives any applicable stay with respect to the effectiveness and enforceability of the Interim Cash Collateral Order, and (h) grants related relief.

Recognition of Interim Cash Management Order:

47. BJ Canada seeks an Order recognizing in Canada and enforcing the Interim Order Authorizing the Debtors to (I) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts and (II) Perform Limited Intercompany Transactions (the "**Interim Cash Management Order**"), a first-day interim Order granted by the U.S. Bankruptcy Court on July 22, 2020. Attached hereto as **Exhibits "16"** and **"17"** are true copies of the motion for the Cash Management Order and Interim Cash Management Order granted by the U.S. Bankruptcy Court on July 22, 2020 and entered on July 22, 2020. The Chapter 11 Debtors intend to apply to the U.S. Bankruptcy Court for a further

interim cash management order on July 29, 2020, and for a further, final, cash management order at a later date. The motion for the Cash Management Order sets out the grounds for the same, and the Interim Cash Management Order authorizes the Chapter 11 Debtors to, *inter alia*: (a) continue to operate their Cash Management System (as defined therein) (b) honour their prepetition obligations related thereto, including the Bank Fees (as defined therein), (c) perform Intercompany Transactions with any other Chapter 11 Debtor for the limited purpose of honouring payroll and payroll-related expenses and making any other payments that are contemplated by any order of the U.S. Bankruptcy Court solely to the extent that: (i) such Intercompany Transaction is the only reasonable commercial way for the Chapter 11 Debtors to timely satisfy such obligation and (ii) such Intercompany Transaction is an ordinary course transaction, (d) maintain existing Business Forms, and (e) maintain the Investment Practices (as defined therein) consistent with historical practice.

Recognition of Interim Critical Vendors and Lienholders Order:

48. BJ Canada seeks an Order recognizing in Canada and enforcing the Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims On Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the "**Interim Critical Vendors and Lienholders Order**"), being a first-day Order granted by the U.S. Bankruptcy Court on July 21, 2020. Attached hereto as **Exhibits "18"** and **"19"** are true copies of the motion for the Critical Vendors and Lienholder Order and the Interim Critical Vendors and Lienholders Order granted by the U.S. Bankruptcy Court on July 21, 2020 and entered on July 21, 2020. The motion for the Critical Vendors and Lienholders Order sets out the grounds for the same, and the Interim Critical Vendors and Lienholders Order authorizes but does not direct the Chapter 11 Debtors to *inter alia*: (a) pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims (as each of those terms are defined therein), on certain conditions; (b) confirms the administrative expense priority status of Outstanding Orders and authorizes but does not direct payment of such obligations in the ordinary course of business; and (c) grants related relief. The Interim

Critical Vendors and Lienholders Order further provides that the Chapter 11 Debtors are not authorized to pay any sums under the Interim Critical Vendors and Lienholders Order to any vendor that is not expected to provide goods and services to the Chapter 11 Debtors within 15 days of entry of the Interim Critical Vendors and Lienholders Order. A further interim hearing is scheduled for July 29, 2020.

Recognition of Insurance Order:

49. BJ Canada seeks an Order recognizing in Canada and enforcing the Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Honor the Terms of the Premium Financing Agreements and Pay Premiums Thereunder, (D) Enter Into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (the "**Insurance Order**"), being a first-day Order granted by the U.S. Bankruptcy Court on July 21, 2020. Attached hereto as **Exhibits "20"** and **"21"** are true copies of the motion for the Insurance Order and the Insurance Order granted by the U.S. Bankruptcy Court on July 21, 2020 and entered on July 21, 2020. The motion for the Insurance Order sets out the grounds for the same, and the Insurance Order (a) authorizes the Chapter 11 Debtors to, *inter alia*: (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto, (ii) renew, amend, supplement, extend, or purchase insurance policies in the ordinary course of business on a postpetition basis; (iii) honour the terms of the Premium Financing Agreements (as defined therein) and pay premiums thereunder, and (iv) enter into new premium financing agreements, and (b) grants related relief.

Recognition of Wages Order

50. BJ Canada seeks an Order recognizing in Canada and enforcing the Order (I) Authorizing The Chapter 11 Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief (the "**Wages Order**"), being a first-day Order granted by the U.S. Bankruptcy Court on July 21, 2020. Attached hereto as **Exhibits "22"** and **"23"** are true copies of the motion for the Wages Order and the Wages Order granted by the

- 16 -

U.S. Bankruptcy Court on 21, 2020 and entered on July 21, 2020. The motion for the Wages Order sets out the grounds for the same, and the Wages Order authorizes (but does not direct) the Chapter 11 Debtors to, *inter alia*: (i) pay prepetition wages, salaries, other compensation and reimbursable expenses and (ii) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto, and grants related relief.

51. BJ Canada expects to return to this Court to seek recognition in Canada and enforcement of any further Order of the U.S. Bankruptcy Court in relation to the above motions.

Conclusion

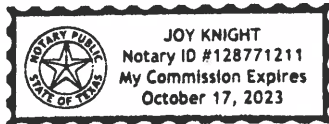
52. This Affidavit is sworn in support of the relief requested in the Originating Application and for no other or improper purpose.

SWORN BEFORE ME
at Tomball, Texas this 22nd
day of July, 2020.

A Notary Public in and for
the State of Texas

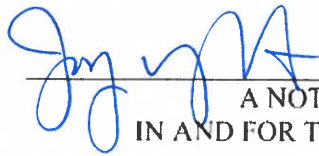
Joy Knight 22 July 2020

Warren Zemlak
WARREN ZEMLAK

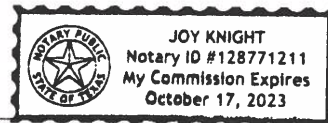


WSLEGAL\078081\00009\24977336v17

THIS IS **EXHIBIT "I"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter 11☐ Check if this is an amended filingOfficial Form 201**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

02/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name BJ Services Holdings Canada, ULC

2. All other names debtor used in the last 8 years N/A

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-1366181

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

11211 Farm to Market 2920

Number Street

Number Street

P.O. Box

Tomball, Texas 77027

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Harris County

County

Number Street

City State Zip Code

5. Debtor's website (URL) www.bjservices.com

6. Type of debtor ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

Debtor BJ Services Holding Canada, ULC
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
2111 (Oil and Gas Extraction)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. *Check all that apply:*

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a small business as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**☒ No☐ Yes.

District _____

When MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

District _____

When MM/DD/YYYY

Case number _____

Debtor BJ Services Holding Canada, ULC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

District

Southern District of Texas

When

07/20/2020

MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No¹☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other _____**Where is the property?**

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information²**13. Debtor's estimation of available funds***Check one:*☒ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

¹ The Debtors engage in oilfield services related to the exploration, development, and production of oil and natural gas. Certain Debtors possess or operate certain real properties where environmental remediation and similar obligations are ongoing. The Debtors note that the term "imminent and identifiable hazard" is not defined in this form; however, the Debtors do not believe they own or possess any real or personal property that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety.

² The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor BJ Services Holding Canada, ULC
Name

Case number (if known) _____

14. Estimated number of creditors

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☒ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☒ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☐ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☒ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☐ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/20/2020
MM/ DD / YYYY**X**/s/ Warren Zemlak

Signature of authorized representative of debtor

Warren Zemlak

Printed name

Title Chief Executive Officer**18. Signature of attorney****X**/s/ Paul D. Moak

Signature of attorney for debtor

Date 07/20/2020

MM/DD/YYYY

Paul D. Moak

Printed name

Gray Reed & McGraw LLP

Firm name

1300 Post Oak Boulevard, Suite 2000

Number

Street

Houston

City

Texas

State

77056

ZIP Code

(713) 986-7127

Contact phone

pmoak@grayreed.com

Email address

00794316

Bar number

Texas

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of Texas	
(State)	
Case number (if known):	Chapter <u>11</u>

☐ Check if this is an amended filing

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of BJ Services, LLC.

BJ Services, LLC
BJ Management Services, L.P.
BJ Services Holdings Canada, ULC
BJ Services Management Holdings Corporation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Fill in this information to identify the case and this filing:	
Debtor Name	BJ Services Holdings Canada, ULC
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State) Texas

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

07/20/2020
MM/ DD/YYYY

☒ **/s/ Warren Zemlak**

Signature of individual signing on behalf of debtor

Warren Zemlak

Printed name

Chief Executive Officer

Position or relationship to debtor

Fill in this information to identify the case:**Debtor name:** BJ Services, LLC, et al.**United States Bankruptcy Court for the:** Southern District of Texas**Case number (if known):** 20-☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders, on a Consolidated Basis**

12/15

A list of creditors holding the 30 Largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 Largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	GARDNER DENVER PETROLEUM PUMPS LLC 1800 Gardner Exwy Quincy IL 62305-9364	Edward Bayhi remit.qcy@gardnerdenver.com Tel: (217) 222-5400	Trade Vendor	☐ C ☐ U ☐ D			\$10,682,824.68
2	SPM FLOW CONTROL 7601 Wyatt Dr Fort Worth TX 76108-2530	Paul Coppinger us007.ar@mail.weir Tel: (817) 246-2461	Trade Vendor	☐ C ☐ U ☐ D			\$4,162,266.58
3	CHAMPIONX, LLC 11177 South Stadium Drive Sugar Land TX 77478	Daniel Bradshaw-Hull kimberly.holloman@ecolab.com Tel: (281) 467-3828	Trade Vendor	☐ C ☐ U ☐ D			\$3,982,797.77
4	FMC TECHNOLOGIES - FLUID CONTROL 2825 W Washington Stephenville TX 76401	Darren Gilbert fmcar@fmcti.com Tel: (254) 968-2181	Trade Vendor	☐ C ☐ U ☐ D			\$3,357,218.90
5	INFOSYS LIMITED Plot No 44 Electronics City Hosur R Bangalore 560100 India	Ramakrishna Routroy ramakrishna_r@infosys.com Tel: 40 2300 5222	IT Services	☐ C ☐ U ☐ D			\$3,253,364.53
6	BRAHMA SERVICES, LLC 12377 Merit Drive, Suite 1200 Dallas TX 75251	Ryan Welch gglass@aethonenergy.com Tel: (214) 750-3833	Trade Vendor	☐ C ☐ U ☐ D			\$3,232,570.91
7	GARDNER DENVER CANADA CORPORATION 2390 South Service Road Woakville ON M5H 3R3 Canada	Edward Bayhi jane.milligan@gardnerdenver.com Tel: (905) 829-8619	Trade Vendor	☐ C ☐ U ☐ D			\$2,878,505.55

Debtor **BJ Services, LLC, et al.**Case number (if known) **20-**

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
8	DTE ENTERPRISES, LLC 2350 W Pinehurst Blvd Addison IL 60101	Dave Horvath remittance@dealerstrans.com Tel: (630) 307-9355	Trade Vendor	☐ C ☐ U ☐ D			\$2,734,506.12
9	SINGLE LINE TECHNOLOGIES 7211 Gessner Rd Houston TX 77040	Larry Hill scott.t.donaldson@gmail.com Tel: (337) 322-3132	Trade Vendor	☐ C ☐ U ☐ D			\$2,390,768.68
10	HIGH ROLLER SAND OPERATING, LLC 203 South 1st Street Lufkin TX 75901	Dave Frattaroli ar@highrollersand.com Tel: (936) 632-6033	Trade Vendor	☐ C ☐ U ☐ D			\$1,998,637.79
11	SANDBOX TRANSPORTATION, LLC 24275 Katy Frwy, Ste 600 Katy TX 77494	Josh Mireles jmireles@sandboxlogistics.com Tel: (281) 394-9575	Trade Vendor	☐ C ☐ U ☐ D			\$1,954,633.00
12	HI-CRUSH PARTNERS LP Three Riverway Houston TX 77056	Scott Spillars remittance@hicrush.com Tel: (713) 980-6200	Trade Vendor	☒ C ☒ U ☒ D			\$1,855,000.00
13	ENGENIUM CHEMICALS (2020) CORP 4333-46 AVE SE Calgary AB T2B 3N5 Canada	Cindy Hoang choang@engeniумchemicals.com Tel: (403) 279-8545	Trade Vendor	☐ C ☐ U ☐ D			\$1,842,564.46
14	INFOSYS MCCAMISH SYSTEMS LLC 6425 Powers Ferry Rd Atlanta GA 30339	Ramakrishna Routroy ramakrishna_r@infosys.com Tel: (770) 690-1500	IT Services	☐ C ☐ U ☐ D			\$1,650,068.61
15	SOURCE ENERGY SERVICES No 7 7719 Edgar Industrial Dr Red Deer AB T4P 3R2 Canada	Curtis Kisio ar@sourceenergyservices.com Tel: (214) 272-4607	Trade Vendor	☐ C ☐ U ☐ D			\$1,438,012.73
16	FRITZ INDUSTRIES INC 500 Sam Houston Rd Mesquite TX 75149-2733	Kristopher Neill ar@fritzind.com Tel: (972) 285-5471	Trade Vendor	☐ C ☐ U ☐ D			\$1,366,504.48
17	GCC 600 S Cherry Street Glendale CO 80246	Peggy Thomson pthomson@gcc.com Tel: (605) 721-7035	Trade Vendor	☐ C ☐ U ☐ D			\$1,353,464.26
18	CHEMPLEX SOLVAY GROUP 506 County Rd 137 Canada TX 79549-8610	Dru Bishop chemplex.accountsreceivable@solvay.com Tel: (325) 573-7298	Trade Vendor	☐ C ☐ U ☐ D			\$1,316,919.11

Debtor **BJ Services, LLC, et al.**Case number (if known) **20-**

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
19	SUNITA HYDROCOLLOIDS INC 5444 Westheimer Rd, Suite 1425 Houston TX 77056	Danny Wilson mohit.hissaria@sunitahydrocolloids.com Tel: (832) 581-2156	Trade Vendor	☐ C ☐ U ☐ D			\$1,291,572.71
20	SANDBOX LOGISTICS, LLC 24275 Katy Frwy, Ste 600 Katy TX 77494	Shane Nelson customerservice@sandboxlogistics.com Tel: (281) 394-9575	Trade Vendor	☐ C ☐ U ☐ D			\$1,214,628.50
21	HERITAGE INTERACTIVE SERVICES LLC 6510 Telecom Drive, Suite 400 Indianapolis IN 46278	Stephen Cushen scushen@heritage-interactive.com Tel: (317) 646-8845	Trade Vendor	☐ C ☐ U ☐ D			\$1,210,161.94
22	SOLARIS OILFIELD SITE SERVICES OPER 100 Ross Dr Early TX 76802	Greg Garcia accountsreceivable@solarisoilfield.com Tel: (325) 643-1785	Trade Vendor	☐ C ☐ U ☐ D			\$1,179,106.56
23	SIERRA FRAC SAND LLC 1155 E Johnson St Tatum TX 75691-1908	Tyson Strong kristib@kimrsmith.com Tel: (903) 836-4642	Trade Vendor	☐ C ☐ U ☐ D			\$1,092,939.80
24	SAMSAND LLC 301 11601 Pleasant Ridge Road Little Rock AR 72212	Brock Brockington nbrockinton@samsand.com Tel: (501) 258-3143	Trade Vendor	☐ C ☐ U ☐ D			\$1,035,631.42
25	LAFARGEHOLCIM US 24 Crosby Dr Bedford MA 01730	Ryan Dodd nabs.uscashapps@lafargeholcim.help Tel: (800) 854-4656	Trade Vendor	☐ C ☐ U ☐ D			\$1,012,293.83
26	CIRCLE BAR A INC 27035 Campbellton Rd San Antonio TX 78264-4322	Anita Hopkins acct1@circlebara.com Tel: (210) 626-2272	Trade Vendor	☐ C ☐ U ☐ D			\$875,931.80
27	WISCONSIN PROPPANTS 300 Schlumberger Drive Sugar Land TX 77478	Erica Guzman EricaGuzman@WisconsinProppants.com Tel: (432) 312-3940	Trade Vendor	☐ C ☐ U ☐ D			\$864,955.24
28	TARGET LOGISTICS MANAGEMENT LLC 2170 Buckthorne Place, Suite 440 The Woodlands TX 77380	Andrew Owen aowen@targetlogistics.net Tel: (617) 586-1100	Trade Vendor	☐ C ☐ U ☐ D			\$724,832.10
29	PERFORMANCE PROPPANTS LLC 4803 Benton Road Bossier City LA 71111	Bill Bowdon sarah@perfproppants.com Tel: (318) 584-7456	Trade Vendor	☐ C ☐ U ☐ D			\$706,734.80

Debtor **BJ Services, LLC, et al.**Case number (if known) **20-**

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
30	APPROACH CONTROLS INC 2330 Fish Creek Blvd SW Suite 2434 Calgary AB T2Y 0L1 Canada	Warren Arnholtz warren@approachcontrols.com Tel: (587) 973-7273	Trade Vendor	☐ C ☐ U ☐ D			\$660,038.00

OMNIBUS WRITTEN CONSENT IN LIEU OF MEETINGS
OF THE BOARD OF DIRECTORS, BOARD OF MANAGERS,
GENERAL PARTNER, AND SOLE GOVERNING BODY OF

BJ SERVICES, LLC
BJ MANAGEMENT SERVICES, L.P.
BJ SERVICES HOLDINGS CANADA, ULC
BJ SERVICES MANAGEMENT HOLDINGS CORPORATION

July 19, 2020

The undersigned, comprising all of the Independent Directors of BJ Services, LLC, a Delaware limited liability company (“BJ Services”), and the members of the board of managers, directors, general partner, or other governing body, as applicable (collectively, the “Board”), of the applicable entity set forth on Exhibit A attached hereto (collectively and individually, as applicable, the “Company”), with each such Company (other than BJ Services) being an indirect or direct subsidiary of BJ Services, hereby take the following actions and adopt the following resolutions pursuant to, as applicable, the limited liability company agreement, operating agreement, articles, bylaws, partnership agreement, or similar governing document (in each case as amended or amended and restated) of each Company (the “Governing Documents”) and the laws of the state or province of formation of each Company as set forth next to each Company’s name on Exhibit A;

WHEREAS, on June 26, 2020, the Board of BJ Services delegated Dorothy M. Ables and Jeffrey Dane (the “Independent Directors”), among other things “certain rights, authority, and powers in connection with any matters pertaining to a sale, restructuring, reorganization, or other recapitalization transaction and related financing (each of the foregoing and any combination of the foregoing, a “Restructuring Transaction”) in which a conflict exists between the Company, on the one hand, and its shareholders, affiliates, or the Directors other than the Independent Directors, and the Company’s officers, on the other hand (the “Conflict Matters”)” and the “authority to review and act upon (as set forth herein) any matter arising in or related to a Restructuring Transaction that constitutes a Conflict Matter”;

WHEREAS, the Board has been informed of and considered presentations and documentation by management and the Company’s financial and legal advisors regarding the liquidity situation and the strategic alternatives available to the Company, including efforts to pursue a going-concern transaction and planning for a liquidation, and the effect of the foregoing on the Company’s business;

WHEREAS, the Board had the opportunity to consult with the Company’s management and financial and legal advisors and to fully consider and pursue each of the available strategic alternatives to the proposed wind down, including negotiating with all stakeholders regarding the terms of a refinancing, recapitalization, and/or consensual out-of-court or in-court reorganization, and the Board remained apprised of all such efforts; and

WHEREAS, the Board has determined, in light of the circumstances and options available to the Company to maximize the value of the Company for all stakeholders, in the judgment of the

Board, that the following resolutions are advisable and in the best interests of the Company, its equityholders, its creditors, and all other parties in interest.

NOW, THEREFORE, BE IT:

Conflicts Matters

RESOLVED that, the Independent Directors having determined that the decisions contemplated hereunder may be Conflict Matters and as such, the Independent Directors have determined to act with respect to the matters contemplated hereby on behalf of BJ Services.

Chapter 11 and CCAA Filing

RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that each Company shall be, and hereby is, authorized to file or cause to be filed a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by each Company, collectively, the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) or other court of competent jurisdiction and shall be and hereby is authorized to file or cause to be filed an application for relief (the proceedings commenced by such application, the “CCAA Proceedings”) under the provisions of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) in the Court of Queen’s Bench of Alberta (the “Canadian Court”), and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States or Canada; and

RESOLVED FURTHER, that the duly appointed officers of each Company (collectively, the “Authorized Officers”), acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, empowered, and directed to execute and file on behalf of each Company for which such Authorized Officers are authorized to act, all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents, and to take any and all action that they deem necessary, appropriate, or desirable to obtain such relief, including, without limitation, any action necessary, appropriate, or desirable to maintain the ordinary course operation of the Company’s businesses or to assist the Company in the Chapter 11 Cases and the CCAA Proceedings and in carrying out its duties under the provisions of the Bankruptcy Code and the CCAA.

Retention of Professionals

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together, “Kirkland”), as general bankruptcy counsel, to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company’s rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers,

with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Kirkland in accordance with applicable law;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the law firm of Gray, Reed & McGraw LLP ("Gray Reed"), as co-bankruptcy counsel, to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Gray Reed in accordance with applicable law;

RESOLVED FURTHER, that each Authorized Officer be, and hereby is, authorized, empowered and directed to employ the law firm of Bennett Jones LLP ("Bennett Jones") as BJ Services Holdings Canada, ULC ("BJ Canada") counsel, to represent and assist BJ Canada in carrying out its duties under the CCAA and the CCAA Proceedings and to take any and all actions to advance the Company's rights and remedies, including filing any pleadings with the Canadian Court on behalf of BJ Canada; and, in connection therewith, each Authorized Officer is, with power of delegation, hereby authorized, empowered and directed to execute appropriate retention agreements, and pay appropriate retainer, and authorized and empowered to cause to be filed an appropriate application for authority to retain Bennett Jones in accordance with applicable law;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the firm of PJT Partners LP ("PJT"), as investment banker, to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain PJT in accordance with applicable law;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the firm of Ankura Consulting Group, LLC ("Ankura"), as restructuring advisor, to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Ankura in accordance with applicable law;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ Donlin, Recano & Company, Inc. ("DRC"), as notice, claims, and solicitation agent, to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain DRC in accordance with applicable law;

RESOLVED FURTHER, that, to the extent needed as part of the chapter 11 cases, each of the Authorized Officers be, and hereby is, authorized and directed to employ the firms of Hilco Valuation Services, LLC, Hilco Industrial, LLC, Hilco Real Estate, LLC, Hilco IP Services, LLC d/b/a Hilco Streambank, Hilco Receivables, LLC, Hilco Appraisal Services CO., HRE Canada ULC, Hilco Industrial Acquisitions Canada ULC, and Hilco Receivables Canada ULC (collectively, "Hilco"), as marketing and selling professionals, to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Hilco in accordance with applicable law;

RESOLVED FURTHER, that, to the extent needed as part of the chapter 11 cases, each of the Authorized Officers be, and hereby is, authorized and directed to employ the firms of Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd. and IronPlanet Canada Ltd. (collectively, "Ritchie"), as marketing and selling professionals, to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Ritchie in accordance with applicable law;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ the firm of PricewaterhouseCoopers LLP ("PwC"), as tax consultant to represent and assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain PwC in accordance with applicable law;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to employ any other professionals to assist the Company for which such Authorized Officers are authorized to act in carrying out its duties under the Bankruptcy Code and the CCAA; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, with power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, objections, replies, applications, pleadings, lists, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, investment bankers, financial advisors, restructuring advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Officers deem necessary, proper, or desirable in connection with the Company's Chapter 11 Cases and the CCAA Proceedings, with a view to the successful prosecution of the case.

Appointment of Chief Restructuring Officer

RESOLVED, that in the judgment of the Board, it is desirable and in the best interest of the Company to appoint Mr. Anthony Schnur to the office of Chief Restructuring Officer of BJ Services, and Mr. Anthony Schnur be, and hereby is, appointed to the office of Chief Restructuring Officer of BJ Services, upon such terms and conditions as described to the Board and set forth in the engagement letter (the "CRO Engagement Letter"), in each case in accordance with the terms of the Governing Documents of the Company;

RESOLVED FURTHER, that the Chief Restructuring Officer shall report to the Independent Directors and shall serve at the pleasure and direction of the Independent Directors; and

RESOLVED FURTHER, that Mr. Anthony Schnur is hereby authorized and empowered to perform such duties and responsibilities on behalf of the Company set forth in the CRO Engagement Letter, and such other duties and responsibilities as the Independent Directors may determine are reasonable and appropriate under the circumstances.

Cash Collateral and Adequate Protection

WHEREAS, the Company is party to that certain Revolving Credit and Guaranty Agreement, dated as of May 20, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the "Credit Agreement"), by and among BJ Services, as borrower; BJ Management Services, L.P., BJ Services Management Holding Corporation, and BJ Services Holdings Canada ULC, as guarantors; the lenders party thereto (the "Lenders"); and the Prepetition ABL Agent, pursuant to which the Lenders party thereto have made certain loans and financial accommodations available to the Company.

WHEREAS, the Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for the Lenders.

Now, THEREFORE, BE IT:

RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Company will provide certain adequate protection to the Lenders (the “Adequate Protection Obligations”), as documented in the proposed order regarding the use of cash collateral (the “Cash Collateral Order”) that will be submitted for approval to the Bankruptcy Court;

RESOLVED FURTHER, that the Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Cash Collateral Order;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to seek approval of the use of Cash Collateral pursuant to the Cash Collateral Order, and, to the extent applicable to the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, as necessary or advisable to implement the Cash Collateral Order, including providing for adequate protection to the Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for the use of collateral or debtor-in-possession financing in connection with the Chapter 11 Cases, which agreement(s) may require the Company to grant adequate protection and security interests to the Lenders or other parties and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer, in his or her absolute discretion approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to execute, deliver, and file any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the Cash Collateral Order or to take any other action which shall in his/her or their absolute discretion be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his/her, or their execution or approval thereof.

Wind Down of Operations

RESOLVED, that, in the judgement of the Board, it is desirable and in the best interest of the Company, its creditors, and other parties in interest, that the Company wind down its

affairs in a manner consistent with the process described to the Board (including by issuing appropriate notices (including any notices under the Worker Adjustment and Retraining Notification Act) and terminating employees in connection with the wind down), with such modifications or in such other manner as may be necessary or appropriate to best maximize the value of the Company;

RESOLVED FURTHER, that the wind-down and dissolution of the Company as described to the Board, along with all corporate action and any documents and agreements necessary to implement the wind down be, and hereby are, in all respects authorized and approved; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to execute, deliver, and file any pleadings, motions, documents, agreements, notices, or applications, pay appropriate amounts, or to take any other action which shall in his, her, or their absolute discretion be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his, her, or their execution thereof.

Asset Sales in Connection with Chapter 11

RESOLVED, that the Company is authorized to enter into that certain asset purchase agreement (including all exhibits and schedules related thereto, the “Stalking Horse APA”) with TES Asset Acquisition, LLC (“TES”) for the sale of certain assets of the Company and to undertake any and all related transactions contemplated thereby, on terms materially consistent with those described to the Board and set forth in the current draft of the Stalking Horse APA;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby are, authorized, directed, and empowered in the name of, and on behalf of, the Company to execute, on behalf of the Company, the Stalking Horse APA and to execute and file, on behalf of the Company, a motion seeking approval of the Stalking Horse APA and procedures related to a competitive sale process related thereto (the “Bidding Procedures Motion”) with the Bankruptcy Court;

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby are, authorized, directed, and empowered in the name of, and on behalf of, the Company to conduct the auction approved by the Bankruptcy Court pursuant to the Bidding Procedures Motion (the “Auction”) and to negotiate, for and on behalf of the Company, such agreements, documents, assignments, and instruments as may be necessary, appropriate, or desirable in connection with the sale to TES or such other successful bidder at the Auction; and

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of the Company, to begin the process of auctioning or selling the Company’s remaining assets in conjunction with the chapter 11 filing and in connection therewith, each Authorized Officer, with power

of delegation, is hereby authorized and directed to execute any appropriate sale or other documents or retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of applicable agents.

General

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of the Company for which such Authorized Officers are authorized to act, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, notices, and other documents and to pay all expenses, including but not limited to filing fees, in the case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED FURTHER, that each Company and the Board has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the applicable Company, or hereby waives any right to have received such notice;

RESOLVED FURTHER, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by resolution of the Board;

RESOLVED FURTHER, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company for which such Authorized Officers are authorized to act with respect to the transactions contemplated by these resolutions hereunder as the Board, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

RESOLVED FURTHER, that this consent may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same consent;

RESOLVED FURTHER, that electronic or photostatic copies of signatures to this consent shall be deemed to be originals and may be relied on to the same extent as the originals; and

RESOLVED FURTHER, that the actions taken by the foregoing resolutions shall have the same force and effect as if taken at a meeting of the Board, as applicable, duly called and

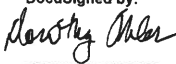
constituted pursuant to the Company's Governing Documents, and the applicable laws of the jurisdiction in which the Company is organized.

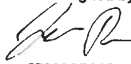
* * * * *

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

INDEPENDENT DIRECTORS OF:

BJ SERVICES, LLC

DocuSigned by:

393A3DE8F89F46D
Dorothy M. Ables

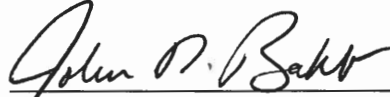
DocuSigned by:

57292C7C2B65483
Jeffrey Dane

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

GENERAL PARTNER OF

BJ MANAGEMENT SERVICES, L.P.

By: BJ Services Management Holdings
Corporation, a Texas corporation and the
general partner

A handwritten signature in black ink, appearing to read "John D. Bakht", is written over a horizontal line.

By: John Bakht

Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

BOARD OF DIRECTORS OF:

**BJ SERVICES HOLDINGS
CANADA, ULC**

DocuSigned by:



D9A38D073C57439
Warren Zemlak



Caleb Barclay

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

BOARD OF DIRECTORS OF:

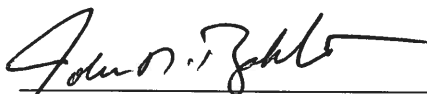
**BJ SERVICES MANAGEMENT
HOLDINGS CORPORATION**

DocuSigned by:



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Warren Zemplak

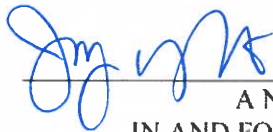


John R. Bakht

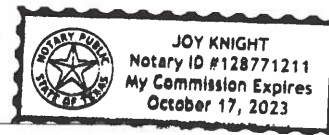
Exhibit A

COMPANY	JURISDICTION
BJ Services, LLC	Delaware
BJ Management Services, L.P.	Texas
BJ Services Holdings Canada, ULC	Canada
BJ Services Management Holdings Corporation	Texas

THIS IS **EXHIBIT "2"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	
	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

**DECLARATION OF WARREN ZEMLAK,
CHIEF EXECUTIVE OFFICER OF BJ SERVICES, LLC,
IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

I, Warren Zemlak, declare under penalty of perjury under 28 U.S.C. § 1746:

1. I am the President and Chief Executive Officer of BJ Services, LLC, (“BJ Services”), a limited liability company with its principal place of business in Tomball, Texas, organized under the laws of Delaware, and one of the above captioned debtors and debtors in possession (collectively, the “Debtors” or the “Company”). I have served as BJ Services’ President and Chief Executive Officer since December 30, 2016. I have more than 30 years of senior leadership and executive experience in operations, technology, business development, and manufacturing related to cementing, hydraulic fracturing, coiled tubing, and completion services. Prior to joining BJ Services, I served as President and Chief Executive Officer of Allied Energy Services, as well as Vice President of Well Services and Senior Vice President of Production Services at Schlumberger, where I was responsible for pressure pumping, completions, and artificial lift.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

2. I generally am familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. I submit this declaration (this "Declaration") to assist the Court (as defined herein) and parties in interest in understanding the circumstances that compelled the commencement of these chapter 11 cases and in support of: (a) the Debtors' petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Court") on July 20, 2020 (the "Petition Date"), and (b) the various types of emergency "first day" relief that the Debtors have requested pursuant to the motions and pleadings filed contemporaneously herewith (collectively, the "First Day Motions").

3. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' employees, operations, and finances, information learned from my review of relevant documents, information supplied to me by other members of the Debtors' management and their advisors, or my opinion based upon my experience, knowledge, and information concerning the Debtors' operations, financial affairs, and restructuring initiatives. I am over the age of 18 and am authorized to submit this Declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

Introduction

4. The Debtors are a leading provider of hydraulic fracturing and cementing services to upstream oil and gas companies engaged in the exploration and production ("E&P") of North American oil and natural gas resources. BJ Services traces its history back to the early 1870s.²

² The "BJ" in BJ Services is derived from the initials of its founder, Byron Jackson, who founded the company that eventually became BJ Services in 1872 as the "Byron Jackson Company."

Throughout the 20th century, the Company underwent a series of mergers and acquisitions, which resulted in its current iteration in December 2016. From early 2017, the Company began to rapidly deploy hydraulic fracturing fleets throughout North America in anticipation of a recovery in the North American land-based hydraulic fracturing market.

5. **Recent Events and Unsuccessful Efforts to Reach Consensus.** Earlier this year, the Debtors unexpectedly experienced severe liquidity challenges caused in large part by drastic and unprecedented global events—including a “price war” between OPEC and Russia and the macroeconomic effects of the global COVID-19 pandemic—that upended the cementing and fracturing industry in the United States. These sudden, unanticipated events went far beyond the ordinary volatility of the E&P industry. As a result, in the last few weeks, several E&P and oilfield services companies have filed for bankruptcy and more industry players are expected to file in the coming months.³

6. Recognizing this perilous situation, the Debtors furloughed or laid off nearly two-thirds of their workforce to preserve liquidity and spent the days and weeks leading up to this chapter 11 filing trying to negotiate a restructuring with their key stakeholders that would provide a realistic go-forward business model and deleveraged capital structure. One of the Debtors’ existing equity sponsors, CSL Capital Management, L.P. (“CSL”), planned to provide a \$75 million new-money investment (including \$30 million in the form of a debtor-in-possession financing facility to help fund these cases) in exchange for the vast majority of the reorganized Debtors’ equity.

³ Jolly, Jasper. “Chesapeake bankruptcy seen as turning point for oil industry.” *The Guardian*. June 29, 2020. Available Online. www.theguardian.com/environment/2020/jun/29/chesapeake-bankruptcy-seen-as-turning-point-for-oil-industry.

7. The proposed transaction was nearly final, but fell apart on the one-yard line as the last remaining issues could not be resolved. Specifically, the deal contemplated the following key terms:

- a) the Debtors anticipated generating \$85 million from the sale of certain non-core assets during the chapter 11 cases, which amounts would be used to pay down the Equipment Term Loan Lenders;
- b) the Debtors would also commit to liquidating other non-core assets to generate an additional \$35 million in proceeds on a post-emergence basis to pay down their Equipment Term Loan Lenders;
- c) in addition to the paydowns described above, the Equipment Term Loan Lenders would agree to convert the remainder of their claim (less \$5 million described below) to an exit term loan with a maturity of January 2023;
- d) the Prepetition ABL Lenders would accept a \$15 million paydown, convert approximately \$75 million of their claim into an exit term loan with a maturity of May 2022, and allow for the consensual use of their cash collateral during these chapter 11 cases; and
- e) the reorganized Debtors' equity would be held primarily by CSL on account of its \$75 million new money contribution—\$30 million in the form of postpetition debtor-in-possession financing—with less than 10% of new equity provided to the Equipment Term Loan Lenders on account of their agreement to convert \$5 million of term loans into equity.

8. Despite detailed planning and robust negotiations over the past several months, the deal never materialized, as the Debtors were unable to reach an agreement that worked for all parties. The Debtors believe the issues were solvable, but were unable to convince their stakeholders of that notion.

9. **Liquidation Planning.** As result of the inability to reach consensus on a going-concern reorganization, the Debtors have begun the painful process of preparing for an orderly liquidation and the elimination of more than 1,250 jobs. Notwithstanding that contingency-planning discussions have been ongoing in the background over recent weeks, the Debtors and their lender groups have been unable to reach a consensual agreement regarding

several key components of a chapter 11 wind down. Specifically, the Debtors and their stakeholders could not reach agreement regarding the following issues:

- a) how to pay the Debtors' over 1,250 employees and continue to cover health and other claims during a wind down;
- b) whether and how to fund the Debtors' ongoing fracturing operations at six client well sites (each of which is scheduled to be completed within the next month), which are expected to generate approximately \$7 million of additional cash flow in the aggregate;
- c) whether and how to fund a going-concern sale of the Debtors' cementing business (which would save approximately 300 jobs), which sale process has been ongoing for several weeks and is expected to generate actionable bids within the next 21 days;
- d) whether and how to fund a going-concern sale of the Debtors' other assets, including the Debtors' intellectual property, and whether and how to capitalize on CSL's proposal to purchase three fracturing fleets and the Debtors' intellectual property (which will save approximately 215 jobs); and
- e) whether and how to fund a value-maximizing chapter 11 process.

10. The core of the dispute over wind down expenses is based in the collateral packages of the Debtors' secured creditors. The Prepetition ABL Lenders, who have a lien on the Debtors' cash, accounts receivable, and inventory, do not want their cash collateral to be used to liquidate the Equipment Term Loan Lenders' collateral, as such use would benefit the Equipment Term Loan Lenders at the Prepetition ABL Lenders' expense. Simply put, the Equipment Term Loan Lenders—who stand to benefit greatly from an organized chapter 11 process—need to share in the costs of these cases.

11. While the Equipment Term Loan Lenders have now expressed a willingness to fund a limited amount of costs, such funding is contingent on the Debtors lifting the automatic stay to allow the Equipment Term Loan Lenders to control the liquidation of their collateral. The Debtors do not believe this is a value-maximizing outcome for any party, particularly because the term lenders would not be properly incentivized to maximize the value of the assets beyond the value of their term loan. To be clear, the Debtors will object to any such request. Because of the

uncertainty related to the value of their collateral,⁴ such a perverse incentive may diminish the recovery of other stakeholders that stand to benefit if the Equipment Term Loan Lenders are over-collateralized.

12. **Dispute Over Going-Concern Operation.** A key component of the confusion regarding funding the chapter 11 cases is a general inability or unwillingness of the lenders to agree on how much each party needs to fund to keep the Debtors' operations active to pursue a going-concern sale of the Company's assets. The inability to reach agreement on this issue means that over 1,250 employees may lose their jobs. The Debtors are working diligently to avoid this outcome.

13. *Cementing Business.* The Debtors have already begun a marketing process for their cementing business and expect to receive bids in excess of \$30 million dollars for that business in the coming weeks—but only if it is operating as a going concern. The Debtors believe the value of the equipment (which is the Equipment Term Loan Lenders' collateral) and the accounts receivable and inventory (which is the Prepetition ABL Lenders' collateral) in such a going-concern sale far outweighs the value of such assets in a liquidation, but the lenders have been unwilling to agree to fund the business through a going-concern sale. Such a sale would save approximately 300 jobs.

14. *Fracturing Business.* The same challenge, albeit slightly more complicated, exists with respect to the Debtors' fracturing business. The Debtors have received a going-concern bid from CSL for three fracturing fleets (the Equipment Term Loan Lenders' collateral), all of the

⁴ While current appraisals of the Equipment Term Loan Lenders' collateral indicate that the value of their collateral is closer to the outstanding loan amount, an appraisal conducted at the end of 2019 valued their collateral at nearly \$588 million, well in excess of the \$190 million claim outstanding. Recent appraisals, indicate a wide range of liquidation values. The Equipment Term Loan Lenders have not shared their own appraisal with the Debtors, but the Debtors believe that appraisal indicates that the collateral value exceeds the outstanding claim amount.

Titan Assets (which are unencumbered, as more fully described below), and intellectual property assets (which are also unencumbered). Given that the going-concern value of the fracturing fleets' assets diminishes materially if the Company ceases operations, it is imperative the Debtors move quickly to consummate the sale and save approximately 215 jobs. But the Debtors need to balance the need to consummate the sale quickly with the fact that CSL is one of the Debtors' equity sponsors. In light of the critical timing considerations, and to fulfill their fiduciary duty to maximize value for their stakeholders, the Debtors are prepared to submit the CSL bid to a 21-day marketing and auction process starting on day 1 of these chapter 11 cases. Contemporaneously herewith, the Debtors filed a motion seeking to approve bidding procedures, with CSL's bid as a stalking horse bid in that process.⁵ However, like the cement sale, the Debtors need funding to continue this process, and therein lies the crux of the Debtors' challenges. While a longer marketing process is preferable, the Debtors lack sufficient funding to run a longer process (in fact, it is uncertain that the Debtors have sufficient funding to run the proposed 21-day process).

15. **The Next Seven Days.** The Debtors have negotiated the limited consensual use of the Prepetition ABL Lenders' cash collateral for seven days in order to bring their key stakeholders back to the table. The Debtors' goal for these chapter 11 cases, absent a viable reorganization that would save the entire enterprise and employee jobs, is to execute a value-maximizing orderly wind down and to confirm a chapter 11 plan, in each case, with the support and input of all stakeholders (including an official committee of unsecured creditors once formed). The Debtors view this as the best possible alternative for the greatest number of stakeholders under these circumstances. The Debtors intend to return to Court next week to provide additional clarity regarding the direction of these chapter 11 cases.

⁵ The CSL stalking horse bid does not contain any bid protections.

16. To familiarize the Court with the Debtors, their enterprise, and the relief sought in the First Day Motions, I have organized this Declaration into four sections. **Part I** provides a general overview of the upstream industry and the Debtors' businesses, corporate history, and corporate structure.⁶ **Part II** details the Debtors' prepetition capital structure. **Part III** describes the Debtors' prepetition restructuring efforts and the events and circumstances leading to the filing of these chapter 11 cases and proposed timeline for these chapter 11 cases. Finally, **Part IV** summarizes the relief requested in the First Day Motions.

Part I: General Background

A. The Debtors' Corporate History

17. BJ Services is one of the oilfield services industry's oldest brands, with a 148-year history. Founded in 1872 by Byron Jackson, the firm designed and manufactured pumps and other equipment for miners and farmers, including the Jackson Feeder, a major labor-saving device. In 1879, the company moved to San Francisco, where, under the moniker of Byron Jackson Machine Works, it manufactured prototypes of both deep-well turbine and submersible pumps.

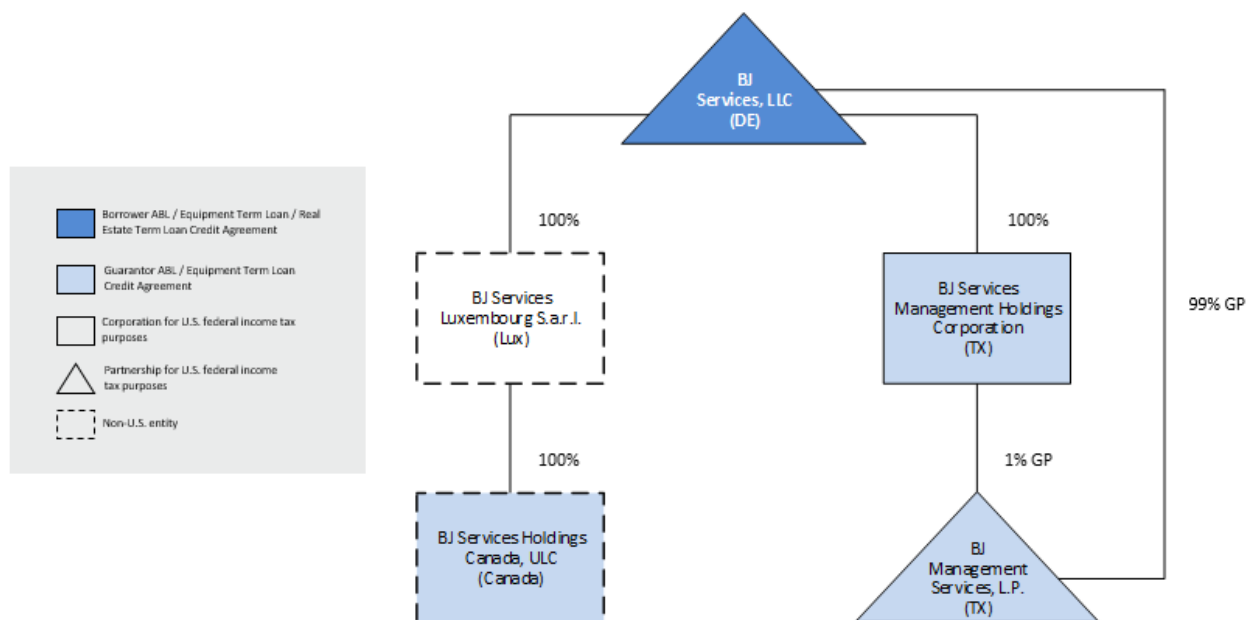
18. After the oil boom of the early 1970s, there was a slowdown in the petroleum industry that reached a nadir in the mid-1980s. During that time, the Company went through a series of restructurings and name changes. In 1974, Hughes Tool Company purchased the Company and changed its name to BJ-Hughes Inc. In 1985, a subsidiary of Dresser Industries named Titan Services formed a partnership with Hughes, using the name BJ Titan Services; that partnership ultimately dissolved in 1989.

⁶ Many of the financial figures presented in this Declaration are unaudited and potentially subject to change but reflect the Debtors' most recent review of their businesses. The Debtors reserve all rights to revise and supplement the figures presented herein.

19. The Company began to take its current shape in 1990, after it was reorganized and incorporated as a public company and commenced an aggressive expansion through acquisitions and consolidation. The Company's major additions in the following years included the Western Company of North America, Unichem, and Nowco Well Services Ltd.

20. In 2010, Baker Hughes ("BKR") closed its acquisition of then-named BJ Services Company in a transaction valued at approximately \$5.5 billion. During a downturn in the oil and gas sector that commenced in November 2014, Baker Hughes decided to divest a controlling stake in the North American business operations of BJ Services Company. On November 29, 2016, the Company, Allied Energy JV Contribution LLC, Allied Completions Holdings, and Baker Hughes Oilfield Operations Inc., a wholly owned subsidiary of BKR, entered into a contribution agreement to contribute cash and assets to the Company. In addition to a substantial, high-quality equipment base, BKR's contribution to the Company included premier facilities and labs, proprietary technologies, including chemistries, an extensive intellectual property portfolio, and the legacy "BJ" brand's associated goodwill. The transaction closed on December 30, 2016, and there have been no major mergers or acquisitions since.

21. A simplified version of the Debtors' current corporate structure is as follows:⁷



22. Today, the Company is a leading provider of hydraulic fracturing and cementing services to upstream oil and gas companies engaged in the exploration and production of North American oil and natural gas resources, and the Company operates or has a presence in most major basins throughout the United States and Alberta, Canada. Most of the Debtors' revenue is derived from pressure pumping services, but the Company's well-cementing business has a substantial share of the North American cementing market. The Company has operating facilities that support well-site operations in Alberta, Canada as well as across the United States in North Dakota, Montana, Wyoming, Colorado, New Mexico, Texas, Louisiana, Oklahoma, Ohio, West Virginia, and Pennsylvania. All of the Company's sites are networked and overseen from the Company's central corporate office in Tomball, Texas.

⁷ The following graphic is intended to be used for illustrative purposes only and may not reflect actual structure and ownership interests.

B. The Debtors' Assets and Operations

1. The Debtors' Assets

23. Between 2011 and 2016, BKR invested approximately \$3.5 billion in BJ Services' predecessor entity for capital expenditures, repair, and maintenance expenses related to hydraulic fracturing and cementing equipment. Given this well-maintained base of assets, the Debtors were able to refurbish and quickly redeploy idle equipment at attractive capital costs. The majority of this redeployment, which occurred between January 2017 and the first half of 2018, created approximately 3,400 jobs as the Company regained its position as one of the largest hydraulic fracturing and cementing service providers in North America.

24. As of the Petition Date, the Debtors' fracturing assets include approximately 42 fracturing fleets made up of 2.1 million hydraulic horsepower and auxiliary support equipment, and the Debtors' cementing assets include 180 cementing pumps and auxiliary support equipment.

2. The Debtors' Operations

25. The oil and gas industry is typically divided into three major sectors: "upstream," "midstream," and "downstream." The upstream sector comprises E&P activities that focus on locating and extracting crude oil, raw natural gas, and other hydrocarbons. The midstream sector includes the activities involved in the gathering, transporting, processing, and storing of hydrocarbons. The downstream sector is focused on the marketing and distribution of the products derived from the extracted hydrocarbons to the ultimate end users. The Debtors' operations are considered to be in the upstream sector.

26. Many upstream E&P companies do not complete the labor-intensive tasks of drilling, operating, and maintaining oil and natural gas wells themselves—instead opting to contract with oilfield services companies, such as the Debtors, for such services. The Debtors provide a full range of well-cementing and hydraulic-fracturing services to E&P companies.

27. ***Hydraulic Fracturing Services.*** “Hydraulic Fracturing” is a generic term used to describe the activities necessary to stimulate production from an oil or gas well after initial drilling operations have been completed. In many cases, especially for low-permeability reservoirs, diagenetic processes created over geological time restrict the openings of the rock in the reservoir and create resistance for fluid or gas to naturally flow from the reservoir. Many wells would be uneconomical without a successful fracturing treatment, and low-permeability rocks are normally excellent candidates for stimulation by fracturing. Fracturing is commonly employed in low-permeability reservoirs, which involves injecting high volumes of fluid into the well site at high pressure to create cracks in targeted oil and gas bearing reservoirs through which oil or natural gas can flow. The perfection of fracturing technology was a driving force behind the boom in United States oil and gas production over the past two decades.

28. The Company generally supplies proppant—a material, such as sand, designed to keep hydraulic fractures open—and additives used in the overall fracturing fluid mixture. The Company mixes the additives and proppant with the base fluid and then pumps the mixture down a wellbore to create the desired fractures in the target formation. For the year ended December 31, 2019, the Company’s fracturing services product line accounted for approximately 80 percent of its revenues.

29. ***Cementing Services.*** The primary objective of cementing services is to provide zonal isolation in an oil or gas well. Cementing is the process of mixing a slurry consisting of cement and water and pumping it down through a steel casing to critical points that create a bond between the rock and the casing string used to allow flow from the reservoir to the surface. The principal function of this cementing process is to control fluid movement between reservoirs and/or aquifers and to bond and support the casing deep in the earth against various layers of rock

formations. In 2019, cementing services accounted for approximately 20 percent of the Company's revenues.

30. **Service Area.** The Company has been able to build upon a strong list of clients, with 75 percent of its business coming from North America's top 20 drillers. The Company also maintains the number one market share position in the Haynesville and Eagle Ford basins, a number two position in the Rockies, and a number four position in the Permian basin. As a result of its diversified presence, the Company currently holds the number two market share position across all North American land.

31. The geographical spread of the Debtors' current North American operations is depicted in the following graphic:



32. The Company's results are driven by a number of interrelated factors, primarily: (a) capital expenditures of its E&P company customer base (*i.e.*, the level of new drilling, completion, and production activity), which directly affects demand for the Company's services;

(b) the price the Company is able to charge for its services, which is driven primarily by upstream demand and the equipment capacity in a given geographic locale; (c) labor and supply costs and the Company's ability to pass such costs on to its customers; and (d) the Company's asset utilization rate.

33. **TITAN.** The BJ Services brand is recognized for its reliability, high-quality equipment and facilities, and history of innovation. These attributes are highlighted in the Debtors' next-generation fracturing fleet—"TITAN®"—which is currently under development. TITAN is a fracturing fleet platform that is more eco-friendly than traditional fracturing equipment and creates reduced costs, improved mobility, and reliable operations. The Debtors have concluded a field trial of the TITAN prototype pump, with the first customer deployment scheduled for the end of this year. The Debtors did not invent the components underpinning the existing TITAN equipment, but they have a multi-year North American exclusive contract with the manufacturer, own the rights to certain material improvements to the original model, and have pending U.S. patent applications related to certain of those improvements. Absent interruption to their business, the Debtors would have anticipated activating TITAN fleets in late 2020 and 2021. To ensure the value of this vital asset is not diminished, the Debtors will have to continue making all payments related to the development of TITAN during the chapter 11 cases.

Part II: The Debtors' Prepetition Capital Structure

34. As of the Petition Date, the Debtors had approximately \$356.8 million in total funded debt obligations, as set forth below:

Debt	Approx. Principal Amount Outstanding
Prepetition ABL Credit Agreement	\$101.6 million
Equipment Term Loan Credit Agreement	\$190.0 million
Real Estate Term Loan Credit Agreement	\$65.2 million
<u>Total Funded Debt Obligations</u>	<u>\$356.8 million</u>

A. Prepetition ABL Facility.

35. On May 30, 2017, the Debtors entered into that certain Revolving Credit and Guaranty Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the “Prepetition ABL Credit Agreement”), by and among BJ Services, as borrower; BJ Management Services, L.P., BJ Services Management Holding Corporation, and BJ Services Holdings Canada ULC, as guarantors; the lenders party thereto (the “Prepetition ABL Lenders”); and the Prepetition ABL Agent. The Prepetition ABL Credit Agreement provides for a \$350 million asset-based lending facility with a maturity date of May 30, 2022. The Prepetition ABL Facility accrues interest at a rate per annum equal to: (a) the base rate plus an applicable margin of 0.25%, 0.50%, or 0.75% based on the quarterly average excess availability under the Prepetition ABL Facility; or (b) LIBOR plus an applicable margin of 1.25%, 1.50%, or 1.75% based on quarterly average the excess availability under the Prepetition ABL Facility. The Prepetition ABL Facility is secured on a first-priority basis by cash, inventory, and accounts receivable.

36. The borrowing base under the Prepetition ABL Facility is subject to redetermination from time to time. As of the Petition Date, approximately \$101.6 million is outstanding under the Prepetition ABL Facility.

B. Equipment Term Loan.

37. On January 28, 2019, the Debtors entered into that certain Term Loan Credit and Guaranty Agreement (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the “Equipment Term Loan Credit Agreement”), by and among BJ Services, as borrower; BJ Management Services, L.P., BJ Services Management Holding Corporation, and BJ Services Holdings Canada ULC, as guarantors; the lenders party thereto (the “Equipment Term Loan Lenders”); and GACP Finance Co., LLC, as administrative agent (the “Term Loan Agent”). The Equipment Term Loan Credit Agreement provides for a \$200 million term loan with a maturity date of January 3, 2023 (the “Equipment Term Loan”). The obligations under the Equipment Term Loan are secured by all machinery and equipment, any certificates of title, books and records pertaining to any equipment, and proceeds of any of the foregoing (the “M&E”). As of the Petition Date, there is approximately \$190 million aggregate principal outstanding under the Equipment Term Loan.⁸ The Term Loan Agent sent the Debtors a notice of acceleration on July 17, 2020 based on, among other things, the Debtors’ failure to make a payment due under the Equipment Term Loan on June 30, 2020.

C. Real Estate Term Loan.

38. On December 31, 2019, BJ Services, LLC entered into that certain Credit Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified

⁸ Calculated as of June 30, 2020.

from time to time in accordance with the terms therein, the “Real Estate Term Loan Credit Agreement”), by and among BJ Services, as borrower; the lenders party thereto (the “Real Estate Term Loan Lenders”); and CLMG Corp. as administrative agent. The Real Estate Term Loan Credit Agreement provides for a \$65.2 million term loan with a maturity date of February 28, 2028 (the “Real Estate Term Loan”). The Real Estate Term Loan is secured by seven certain parcels of real property and any other rights, title, and interest related to such properties. As of the Petition Date, there is approximately \$65.2 million aggregate principal outstanding under the Real Estate Term Loan.⁹

Part III: Events Leading to These Chapter 11 Cases

39. At the outset of 2020, the Debtors had \$350 million in committed financing under the Prepetition ABL Facility and sufficient liquidity to restructure their funded debt obligations. However, in the latter half of March 2020, drastic and unprecedented global events, including a “price war” between OPEC and Russia and the macroeconomic effects of the global COVID-19 pandemic, caused many of the Company’s E&P clients to curtail their well drilling and completion programs and/or to pause operations for an indeterminate period. These sudden, unanticipated events went far beyond the ordinary volatility of the E&P industry and had significant and unanticipated implications for the Company, including a sharp decline in accounts receivable, which comprised the majority of the Company’s borrowing base under its Prepetition ABL Facility.

A. Market and Industry-Specific Challenges

40. The difficulties faced by the Debtors are industry-wide issues. Historically, the markets for oil, natural gas, and natural gas liquids have been volatile and will likely remain

⁹ Calculated as of May 31, 2020.

volatile in the future, particularly in light of current geopolitical and economic conditions. Among the factors causing such volatility are the domestic and foreign supply of oil and natural gas, the ability of OPEC members to comply with the agreed upon production cuts and the cooperation of other producing countries to reduce production levels, social unrest and political instability, particularly in major oil and natural gas producing regions outside the United States, and the levels and growth of domestic and global economic activity.

41. These market conditions have affected oil and gas companies at every level of the industry around the world. During 2019, the price for natural gas continued to decline from already depressed levels. This year, commodity prices have experienced increased volatility, which has been exacerbated by the sudden, combined global impact of the COVID-19 pandemic and the oil-price dispute between Saudi Arabia and Russia.

42. The initial spread of COVID-19 caused decreased factory output and demand for transportation, resulting in a decline in energy demand and prices. While OPEC called for additional cuts in oil production, subject to an agreement with Russia, the parties failed to reach an agreement as to production levels. Consequently, both Saudi Arabia and Russia announced that they would increase, rather than decrease, production in March of 2020, resulting in surplus supply amidst already decreasing demand for energy.

43. Meanwhile, the COVID-19 pandemic continued (and continues) to spread at rates causing governments across the world to institute drastic measures that have driven energy demand down even further. National, state, and local governments in the United States and throughout the world have imposed, or strongly recommended, quarantines, social distancing protocols, and shelter-in-place orders. Major airlines have suspended or reduced flights to and from the affected regions in light of worldwide travel restrictions. While the United States and certain countries

throughout the world have begun to reopen, increasing COVID-19 infections may result in the re-institution of government or corporate policies that would decrease demand for energy.

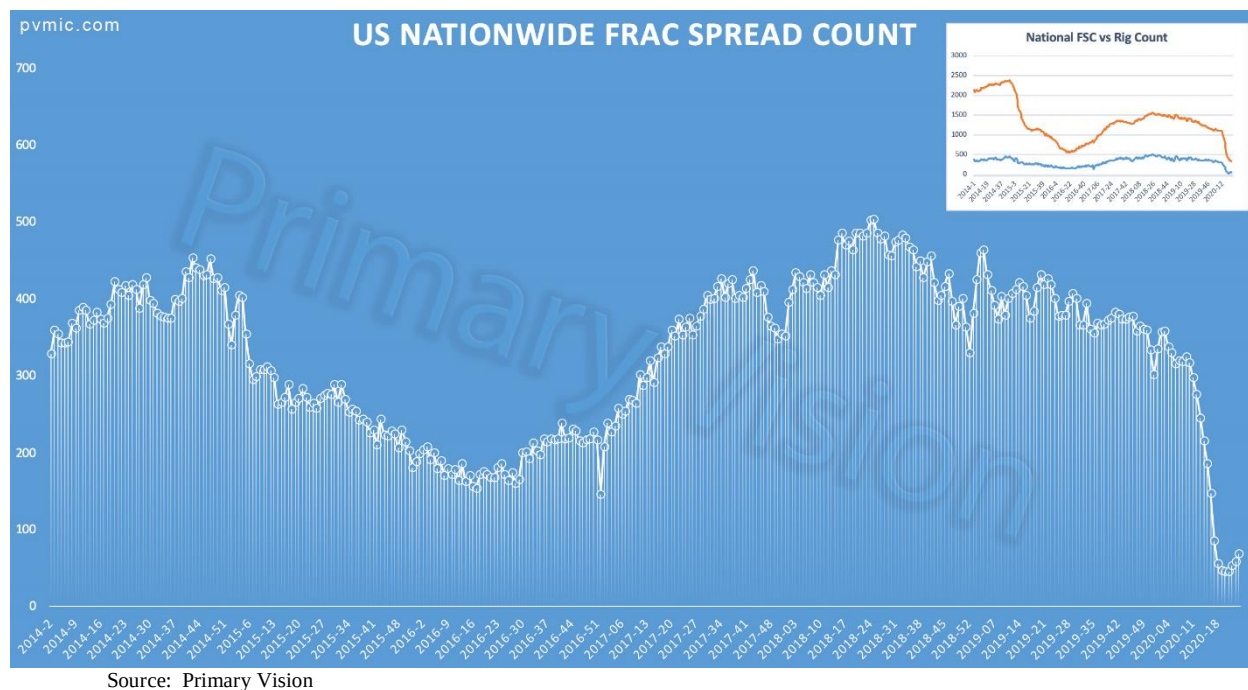
44. With surging supply and depressed demand, the global energy market has suffered unprecedented losses. On April 20, 2020, oil futures for May declined to well below \$0 per barrel for the first time in history. The graph below shows the movements of WTI crude oil prices over the past six months:



Source: Business Insider

45. The freefall in commodity markets and the obliteration of demand brought on by the economic shutdown presented unparalleled challenges for E&P companies, the source of the Debtors' business, and has made it especially difficult for some companies to execute out-of-court restructuring alternatives. At least 18 large E&P companies and related service providers filed for chapter 11 protection in the first six months of 2020, including Whiting Petroleum Corporation, Ultra Petroleum Corp., Chesapeake Energy Corporation, and Sable Permian Resources, LLC, all of which have been past clients of the Debtors.

46. Due to their direct exposure to commodity price swings, E&P companies have experienced the most severe distress to date, and have significantly pared back new drilling activity. But the market malaise has not been limited to the E&P sector. Because the Company's performance is heavily influenced by the drilling, completion, and production activities of its E&P company customer base, the Company has felt the weight of the market decline. The following graphic demonstrates the rapid decline in active U.S. hydraulic fracturing fleets:



47. Indeed, because the type of services that the Company offers can be easily “started” and “stopped,” oilfield services companies like the Debtors tend to experience a rapid decline for their services when commodities prices are low or volatile as E&P companies become less risk tolerant. Oilfield services companies may also experience a lagging recovery when commodities prices improve because demand for their services depends in large part on how E&P companies perceive the stability and sustainability of commodities markets.

B. Borrowing Base Redetermination

48. Due to the macroeconomic events affecting the oil and gas industry, the Debtors moved quickly to reevaluate their financial position and determine immediate next steps to address their challenges. As part of that process, the Debtors implemented headcount and cost-cutting measures to scale the business to a rapidly decreasing topline. Specifically, since March 2020, the Debtors have laid off approximately 800 employees and over 200 additional employees are currently on furlough. This allowed the Debtors to operate at a near EBITDA breakeven basis with close to no capital expenditures. The Debtors also drew down all available liquidity—approximately \$32.5 million—under the Prepetition ABL Facility on April 3, 2020 and shortly thereafter began evaluating potential transactions to reduce their aggregate funded indebtedness and/or address potential upcoming liquidity constraints.

49. But these efforts were not enough. The sharp decrease in revenue triggered a borrowing base redetermination under the Prepetition ABL Facility at the end of May 2020 that required a paydown of the Prepetition ABL Facility of approximately \$47.5 million at the end of June (and likely future paydowns as accounts receivable continued to decline). Separately, on May 26, 2020, JPMorgan Chase Bank, N.A., the administrative agent for the Prepetition ABL Facility (the “Prepetition ABL Agent”), provided the Debtors with notice that starting June 2, 2020, the Prepetition ABL Agent would impose an additional \$86 million borrowing base reserve under the Prepetition ABL Facility.

50. The Debtors’ operations in this constrained environment could not bear this burden. On June 2, 2020, after intense negotiations, the Debtors and the Prepetition ABL Lenders entered into a waiver agreement pursuant to which the lenders waived the scheduled redetermination of the borrowing base and imposition of the reserve through June 12, 2020. To secure this waiver, the Debtors paid down \$7.5 million of the Prepetition ABL Facility and agreed to certain other

reporting and financial covenants. The Debtors subsequently agreed to additional extensions of the waiver, through June 23, 2020 (in exchange for an additional \$20 million Prepetition ABL Facility paydown), June 30, 2020 (in exchange for an additional \$15 million Prepetition ABL Facility paydown), July 16 (several “no-fee” extensions between June 30 and July 16), and July 19, 2020 (in exchange for an additional \$5 million Prepetition ABL Facility paydown), in the weeks leading up to and through the Petition Date.¹⁰

C. Exploration of Potential Alternatives

1. Retention of Restructuring Advisors

51. In March 2020, the Debtors began to seek external strategic advice and assistance, engaging Kirkland & Ellis LLP (“Kirkland”) as restructuring counsel and PJT Partners (“PJT”) as investment banker and financial advisor. In May 2020, the Debtors retained Ankura Consulting Group, LLC (“Ankura”) as restructuring advisor. In June 2020, the Debtors retained Simmons Energy, a division of Piper Sandler, to assist in the sale of the cementing business. These advisors were retained to assist the Debtors with exploring strategic restructuring and sale alternatives. The Debtors are also working with Hilco Valuation Services, LLC (and certain of its affiliates) and Ritchie Bros. Auctioneers (America) Inc., (and certain of its affiliates) to conduct appraisals and sales of the balance of the Debtors’ assets.

52. Since retaining Kirkland, PJT, and Ankura, the Debtors and their advisors have engaged the major constituents in their capital structure, as well as third parties, regarding potential restructuring transactions that could be effectuated either in- or out-of-court, including potential out-of-court financing and bank facility amendments.

¹⁰ The Equipment Term Loan Lenders, to whom a payment was due on June 30, 2020, provided the Debtors waivers through July 16, 2020 and sent a notice of acceleration to the Debtors on July 17, 2020.

2. Out-of-Court Restructuring Efforts

53. The Debtors initially solicited offers to consummate a comprehensive out-of-court balance sheet reorganization that would obviate the need for a chapter 11 filing. The Debtors considered potential merger transactions with strategic partners within the industry, but industry and market conditions cooled discussions before any viable transaction structures materialized. In April 2020, the Debtors and their advisors began negotiating with the Prepetition ABL Lenders to build consensus around a holistic out-of-court restructuring transaction. The Debtors and their advisors sought debt and equity investments from within their existing capital structure as well as from third parties. The Debtors were able to attract proposals from outside capital, but believed the third-party proposals would have resulted in an overleveraged go-forward enterprise that would only further stress liquidity. Ultimately, after fielding several such third-party proposals, the Debtors concluded the most actionable proposals would come from their own diverse group of existing stakeholders.

54. As described above, the Debtors capitalized on the additional time provided by the waiver agreements to explore a number of out-of-court and in-court reorganization options. During this time, the Debtors focused their efforts on current stakeholders, holding numerous telephonic conferences and exchanging proposals, term sheets, and draft agreements. Potential transaction structures began to take shape as the Debtors continued to make progress with their creditors.¹¹

55. Unfortunately, given the current challenges in the energy service provider industry, the complexity and risk associated with a potential reorganization of the business, and the challenging operating structure of the business, the Debtors and their various stakeholders were

¹¹ The Debtors also considered available government funding programs.

unable to align on a going-concern strategy. Ultimately, the Company, in consultation with its advisors and key stakeholders, determined that each out-of-court proposal was not actionable because, among other reasons, the proposals would not provide sufficient liquidity to materially delay the necessity of a chapter 11 filing.

3. Strategic Asset Marketing Efforts

56. In parallel with exploring out-of-court restructuring alternatives—and even prior to the industry-wide headwinds faced by the oil and gas industry in the wake of COVID-19 global pandemic and OPEC price wars—the Debtors solicited interest from third parties in purchasing underutilized assets of the Company. Due to the nature of their operations, the Debtors have the ability to sell portions of their assets without disrupting the operations of other segments or locations of their business. In the period prior to the COVID-19 pandemic, the Company was in talks with various parties who expressed strong interest in participating in asset purchases of varying sizes, ranging from buying underutilized or unused equipment to purchasing larger segments of the Debtors’ business. Demand for these assets dissipated when oil prices dropped (and drilling and fracturing decreased) as the market became oversaturated with companies looking to sell underutilized assets. The Debtors were not able to find a holistic solution to their financial challenges through asset sales alone, and market volatility caused delays in realizing those asset sales to any material degree.

D. WARN Notices

57. Unless an exception applies, the Worker Adjustment and Retraining Notification Act (the “WARN Act”) generally requires 60 days’ advance notice in the event of a qualified mass layoff or plant closing, or payment of wages and benefits in lieu of such notice. Prior to filing the chapter 11 petitions, the Debtors provided their employees with WARN Act notices. The notices were not issued 60 days before the anticipated terminations but the notices claimed each possible

exception under the WARN Act, including due to the unforeseeable impact of COVID-19: “faltering company,” “unforeseeable business circumstances,” and “natural disaster.” The Debtors’ position is that these exceptions relieve it from any obligation to provide additional pay or benefits in the event that employees do not receive pay and benefits for a full 60 days after receiving the notice.¹²

E. Proposed Timeline of These Chapter 11 Cases.

58. The framework of these chapter 11 cases will come together over the next week. Nonetheless, the Debtors believe based on ongoing negotiations that any chapter 11 cases will be limited in duration to reduce fees. Accordingly, to the extent the Debtor and their stakeholders reach a deal over the next seven days, the Debtors’ goal is to confirm a chapter 11 plan of liquidation as expeditiously as possible in order to minimize the costs of an orderly wind down. This will involve seeking to shorten the notice period with respect to approval of the disclosure statement and running expedited sales processes. The case timeline will be negotiated as part of overall negotiations with creditors.

Part IV: Relief Sought in the First Day Motions

59. The Debtors have filed a number of First Day Motions in these chapter 11 cases seeking orders granting various forms of relief intended to stabilize the Debtors’ business operations, facilitate the efficient administration of these chapter 11 cases, and expedite a swift and smooth value-maximizing liquidation of the Debtors’ assets. The First Day Motions include:

- *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection*

¹² In the event these exceptions are challenged and are found not to apply, any claim to recover wages and benefits under the WARN Act should be considered prepetition because the Debtors sent notice prior to their bankruptcy filings. See *In re Powermate Holding Corp.*, 394 B.R. 765 (Bankr. D. Del. 2008).

(III) Modifying the Automatic Stay, (IV) Scheduling A Final Hearing, and (V) Granting Related Relief;

- Debtors' Emergency Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief;
- Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) File a Consolidated List of 30 Largest Unsecured Creditors, and (B) Redact of Certain Personal Identification Information and (II) Granting Related Relief;
- Debtors' Emergency Motion for Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs and (II) Granting Related Relief;
- Debtors' Emergency Application for Entry of an Order Authorizing the Debtors to Employ and Retain Donlin, Recano & Company, Inc., as Claims, Noticing, and Solicitation Agent Effective as of July 20, 2020;
- Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Payment of Certain Prepetition Taxes and Fees and (II) Granting Related Relief;
- Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Operate Their Cash Management System and Maintain Existing Bank Accounts and (II) Perform Intercompany Transactions;
- Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief;
- Debtors' Emergency Motion for Entry Of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims on Account of (A) Critical Vendors Claims, (B) Liens Claims, and (C) 503(B)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief;
- Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Continue Their Surety Bond Program and (II) Granting Related Relief;
- Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Honor the Terms of the Premium Financing Agreements and Pay Premiums Thereunder, (D) Enter Into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief;

- *Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief;*
- *Debtors' Emergency Motion for Entry of an Order Authorizing BJ Services Holdings Canada ULC to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505;*
- *Debtors' Emergency Motion to Approve Procedures for the (I) Sale of Assets at Ordinary Course Auctions and (II) Sale or Abandonment of De Minimis Assets; and*
- *Debtors' Emergency Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief.*

60. The First Day Motions seek authority to, among other things, continue use of Cash Collateral on an interim basis, honor employee-related wages and benefits obligations, and ensure the continuation of the Debtors' cash management systems and other business operations without interruption. Each of the first day relief is necessary and appropriate to facilitate an orderly wind down. I am familiar with the content and substance of the First Day Motions. The facts stated therein are true and correct to the best of my knowledge, information, and belief, and I believe that the relief sought in each of the First Day Motions is necessary to enable the Debtors an opportunity to wind down their business operations and conduct a value-maximizing liquidation of their assets.

61. Several of the First Day Motions request authority to pay certain prepetition claims. I understand that rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first 21 days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate and irreparable harm." In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable value-destructive

harm to the Debtors and their estates, to the detriment of all stakeholders. Other relief will be deferred for consideration at a later hearing.

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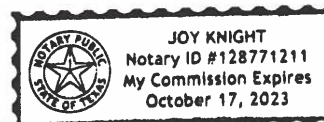
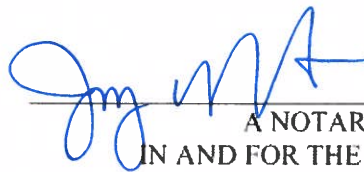
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: July 20, 2020

/s/ Warren Zemplak

Warren Zemplak
Chief Executive Officer
BJ SERVICES, LLC

THIS IS **EXHIBIT "3"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



BC Company Summary

For BJ SERVICES HOLDINGS CANADA, ULC

Date and Time of Search: June 23, 2020 06:40 AM Pacific Time

Currency Date: February 28, 2020

ACTIVE

Incorporation Number: BC1099920

Name of Company: BJ SERVICES HOLDINGS CANADA, ULC

Recognition Date and Time: Incorporated on December 12, 2016 03:55 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: December 12, 2019

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8
CANADA

Delivery Address:

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8
CANADA

Delivery Address:

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V6C 3R8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Barclay, Caleb

Mailing Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Delivery Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Last Name, First Name, Middle Name:

Zemlak, Warren

Mailing Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Delivery Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

OFFICER INFORMATION AS AT December 12, 2019

Last Name, First Name, Middle Name:

Bakht, John

Office(s) Held: (Secretary, Vice President)

Mailing Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Delivery Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Last Name, First Name, Middle Name:

Barclay, Caleb

Office(s) Held: (Vice President)

Mailing Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Delivery Address:

11211 FM 2920 RD.
TOMBALL TX 77375
UNITED STATES

Last Name, First Name, Middle Name:

Gorchynski, Trevor

Office(s) Held: (Vice President)

Mailing Address:

800, 215 9TH AVE SW
CALGARY AB T2P 1K3
CANADA

Delivery Address:

800, 215 9TH AVE SW
CALGARY AB T2P 1K3
CANADA

Last Name, First Name, Middle Name:

Morris, Christine

Office(s) Held: (Treasurer, Vice President)

Mailing Address:

11211 FM 2920 ROAD
TOMBALL TX 77375
UNITED STATES

Delivery Address:

11211 FM 2920 ROAD
TOMBALL TX 77375
UNITED STATES

Last Name, First Name, Middle Name:

Zemlak, Warren

Office(s) Held: (President)

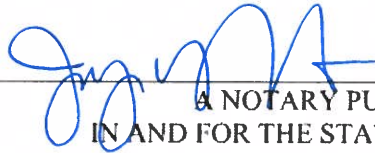
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TOMBALL TX 77375
UNITED STATES

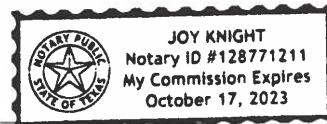
Delivery Address:

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TOMBALL TX 77375
UNITED STATES

THIS IS **EXHIBIT "4"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2020/06/23
Time of Search: 07:47 AM
Search provided by: BENNETT JONES LLP (CALGARY)
Service Request Number: 33631429
Customer Reference Number: 78081-9/KM/aar

Corporate Access Number: 2120122342

Business Number:

Legal Entity Name: BJ SERVICES HOLDINGS CANADA, ULC

Legal Entity Status: Active

Extra-Provincial Type: Other Prov/Territory Corps

Registration Date: 2016/12/21 YYYY/MM/DD

Date Of Formation in Home Jurisdiction: 2016/12/12 YYYY/MM/DD

Home Jurisdiction: BRITISH COLUMBIA

Home Jurisdiction CAN: 1099920

Primary Attorney:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code
LOUGHEED	JOSEPH	P.	DENTONS CANADA LLP	1500, 850 - 2ND STREET SW	CALGARY	ALBERTA	T2P0R8

Head Office Address:

Street: 20TH FLOOR, 250 HOWE STREET
City: VANCOUVER
Province: BRITISH COLUMBIA
Postal Code: V6C3R8
Country: CANADA
Email Address: CORPRECORDS.VANCOUVER@DENTONS.COM

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/12/21	Register Extra-Provincial Profit / Non-Profit Corporation

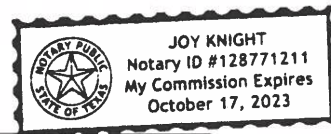
The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



THIS IS **EXHIBIT "5"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS





Profile Report

Entity Number: 102034442

Page 1 of 1

Entity Name: BJ SERVICES HOLDINGS CANADA, ULC

Report Date: 23-Jun-2020

Entity Details

Entity Type	Business Corporation
Entity Subtype	NWP Corporation
Entity Status	Active
Registration Date	19-Oct-2017
Entity Number in Home Jurisdiction	1099920
Entity Name in Home Jurisdiction	BJ SERVICES HOLDINGS CANADA, ULC
Home Jurisdiction	British Columbia, Canada
Incorporation/Amalgamation Date in Home Jurisdiction	12-Dec-2016
Nature of Business	Support activities for mining, and oil and gas extraction

Registered Office/Mailing Address

Physical Address	20th Floor, 250 Howe Street, Vancouver, British Columbia, Canada, V6C3R8
Mailing Address	20th Floor, 250 Howe Street, Vancouver, British Columbia, Canada, V6C3R8

Power of Attorney

Leslie W. Prosser

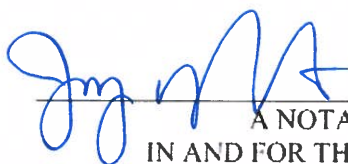
Physical Address:

Mailing Address: Robertson Stromberg LLP, Suite 600, 105 21st Street East, Saskatoon, Saskatchewan, Canada, S7K0B3

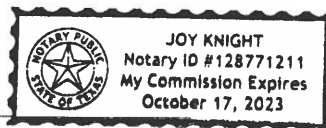
Event History

Type	Date
Business Corporation - NWP Registration	19-Oct-2017

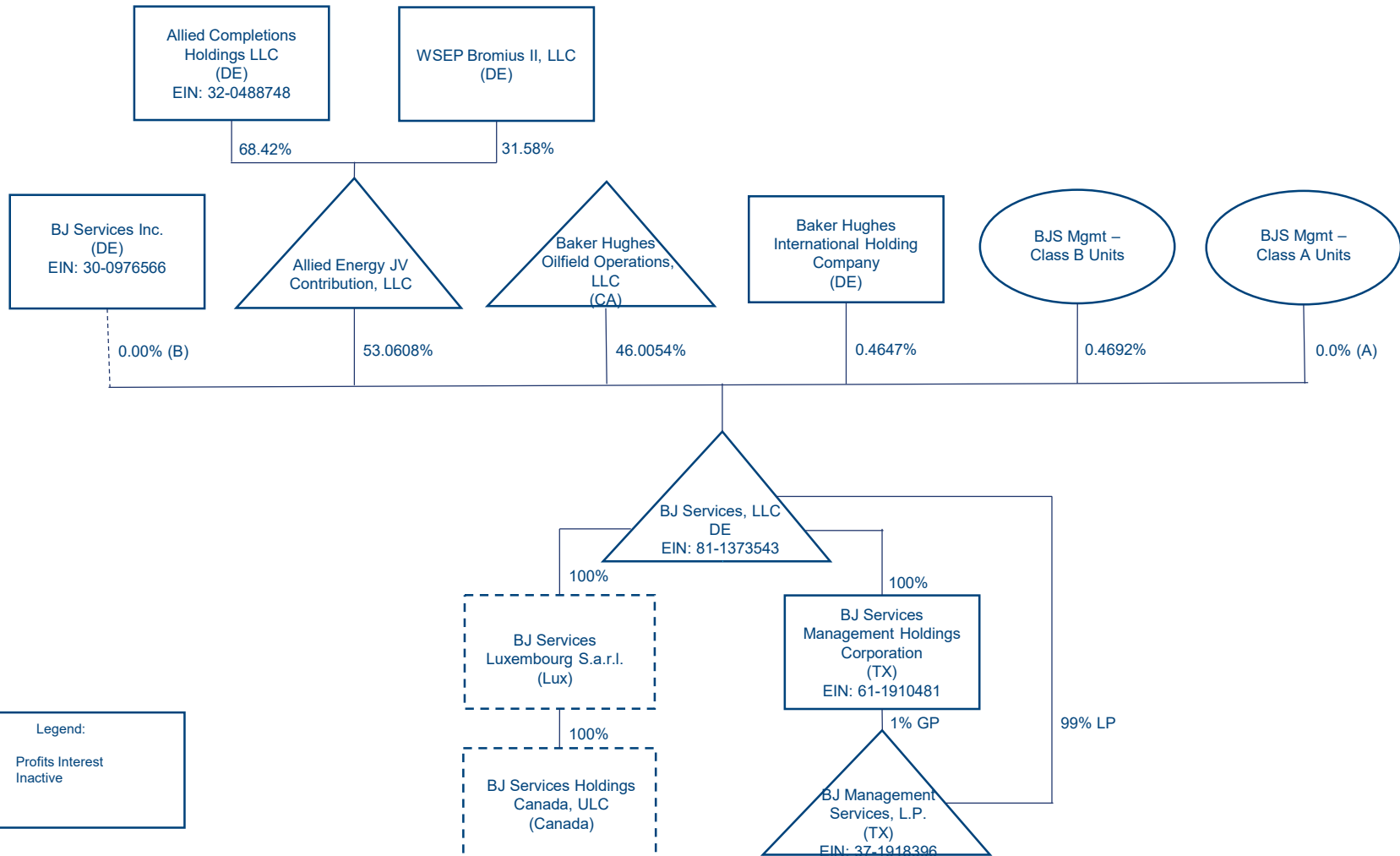
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AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



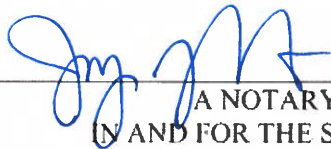
A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



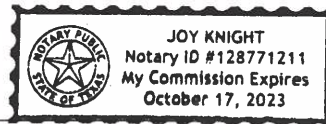
BJ Services, LLC – Current Structure 4/2019



THIS IS **EXHIBIT "7"** REFERRED TO IN THE
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SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



BC OnLine: PPRS SEARCH RESULT 2020/06/08
Lterm: XPSP0054 For: PB40042 BENNETT JONES LLP 13:35:06

Index: BUSINESS DEBTOR
Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAY 26, 2017 Reg. Length: 7 YEARS
Reg. Time: 13:31:37 Expiry Date: MAY 26, 2024
Base Reg. #: 030788K Control #: D4539796
Block#

S0001 Secured Party: JPMORGAN CHASE BANK, N.A.
MAIL CODE NY1-C413, 4 CMC
BROOKLYN NY 11245-0001

=D0001 Base Debtor: BJ SERVICES HOLDINGS CANADA ULC
(Business) 11211 FM 2920 ROAD
TOMBALL TX 77375

General Collateral:

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING,
OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF
PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED
BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER
EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

- (A) ALL ACCOUNTS;
- (B) ALL CASH EQUIVALENTS AND OTHER CASH;
- (C) ALL COMMODITY ACCOUNTS;
- (D) ALL DEPOSIT ACCOUNTS;
- (E) ALL INVENTORY;
- (F) ALL MONEY;
- (G) ALL SECURITIES ACCOUNTS;
- (H) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND
OTHER COLLATERAL, ALL CHATTEL PAPER;
- (I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND
OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;
- (J) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND
OTHER COLLATERAL, ALL GOODS;
- (K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND
OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
- (L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND
OTHER COLLATERAL, ALL INSTRUMENTS;
- (M) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL,
ALL SECURITY ENTITLEMENTS;
- (N) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY
OF THE COLLATERAL; AND
- (O) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS
OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND
GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING;

PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (O), THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY. NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN

Continued on Page 2

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

Page: 2

EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY. AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:

- (A) CHATTEL PAPER;
- (B) DOCUMENT OF TITLE;
- (C) EQUIPMENT;
- (D) FIXTURES;
- (E) GOODS;
- (F) INSTRUMENTS;
- (G) INTANGIBLES;
- (H) INVESTMENT PROPERTY;
- (I) MONEY;
- (J) PROCEEDS;
- (K) SECURITIES ACCOUNTS; AND
- (L) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

- (A) COMMERCIAL TORT CLAIM;
- (B) COMMODITY ACCOUNT;
- (C) LETTER-OF-CREDIT RIGHTS; AND
- (D) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE,

IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP). "CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED ON OR ABOUT MAY 26, 2017, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS

Continued on Page 3

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

Page: 3

FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (A) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (B) ARE ZERO BALANCE ACCOUNTS, (C) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (D) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (D) DOES NOT EXCEED U.S.\$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (A), (B), (C) AND (D) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) ANY EQUIPMENT;

(D) ANY FIXTURES;

(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);
(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;
(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;
(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS);
(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (X) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (Y) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE,

Continued on Page 4

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

Page: 4

SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);
(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (X) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT,
(Y) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (I) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER)

OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (Z) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O); (P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR SERIAL NUMBER GOODS (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE; FOR PURPOSES HEREOF, "VEHICLES" MEANS ALL CARS, TRUCKS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT AND OTHER VEHICLES COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING; (Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND (R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP. "GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT. "GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL,

Continued on Page 5

TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR,

THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING).

IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

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THE COMPLETE ADDRESS OF THE SECURED PARTY IS:
 CIB DMO WLO
 MAIL CODE NY1-C413
 4 CMC, BROOKLYN, NY, 11245-0001
 UNITED STATES

Registering

Party: MCMILLAN LLP
 BOX 11117, 1500 1055 W. GEORGIA
 VANCOUVER BC V6E 4N7

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 066879L Reg. Date: OCT 03, 2018
 Reg. Time: 12:10:57
 Control #: D5587415
 Base Reg. Type: PPSA SECURITY AGREEMENT
 Base Reg. #: 030788K Base Reg. Date: MAY 26, 2017

Details Description:

1. TO AMEND THE VEHICLE COLLATERAL
2. TO AMEND THE GENERAL COLLATERAL

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR	HM004	1987	CFM BUILT UTILITY FLAT	

*** ADDED ***

+++ TR	CFM12	1984	CFM BUILT UTILITY FLAT	

*** ADDED ***

+++ TR	CFM11001(7973)	1980	SLURRY BUILT BM-100 SKID	

*** ADDED ***

+++ TR	9348	1980	COLUMBIA DBL DROP TANDEM	

*** ADDED ***

+++ TR	9088651	1983	NOWSCO BUILT PSV P601	

*** ADDED ***

+++ MV	80207	2006	TOYOTA 7FGU25 FORKLIFT	

*** ADDED ***

+++ MV	70516	2006	TOYOTA 7FGU30 FORKLIFT	

*** ADDED ***

+++ MV	70507	2006	TOYOTA 7FGU30 FORKLIFT	

*** ADDED ***

+++ MV	70477	2006	TOYOTA 7FGU30 FORKLIFT	

*** ADDED ***

+++ MV 67679 2005 TOYOTA 7FGU30 FORKLIFT
 *** ADDED ***
 +++ MV 65784 2004 TOYOTA SFGU30 FORKLIFT
 *** ADDED ***
 +++ MV 62857 2007 TOYOTA 7FGU35 FORKLIFT
 *** ADDED ***
 +++ MV 62826 1997 TOYOTA 42-6-FGU25 FORKLIF
 *** ADDED ***
 +++ MV 61434 2005 TOYOTA 7FGU35 FORKLIFT
 *** ADDED ***
 +++ TR 5M3BE1229D1055870 2013 MIRAGE MXL712TA2 BLOWER
 *** ADDED ***
 +++ MV 5KKUALBG5CPBM8104 2012 WESTERN STAR 4900 XTG-40

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
+++ MV	5KKPALBGXBAX2214	2011	WESTERN STAR 4900 TRIAXLE	
*** ADDED ***				
+++ MV	5KKPALBG1BPAX2215	1993	WESTERN STAR WB123086S	
*** ADDED ***				
+++ MV	5KJRALBGXCPBE2305	2012	WESTERN STAR 4900SA TRI D	
*** ADDED ***				
+++ MV	5KJRALBGXBPBE2092	2011	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				
+++ MV	5KJRALBG9CPBE2103	2012	WESTERN STAR 4900SA TRI D	
*** ADDED ***				
+++ MV	5KJRALBG9CPBE2098	2012	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				
+++ MV	5KJRALBG9BPAX2993	2011	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJRALBG8CPBE2304	2012	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				
+++ MV	5KJRALBG8CPBE2299	2012	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				
+++ MV	5KJRALBG7CPBE2102	2012	WESTERN STAR 4900SA TRI D	
*** ADDED ***				
+++ MV	5KJRALBG7CPBE2097	2012	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				
+++ MV	5KJRALBG7BPAX2989	2011	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJRALBG6EPFV7483	2014	WESTERN STAR 4900 CONV8X6	
*** ADDED ***				
+++ MV	5KJRALBG6CPBE2303	2012	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				

+++ MV 5KJRALBG5CPBE2101 2012 WESTERN STAR 4900SA TRI D
 *** ADDED ***

+++ MV 5KJRALBG5CPBE2096 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG5BPAX2991 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJRALBG4CPBE2316 2012 WESTERN STAR 4900 TR-16
 *** ADDED ***

+++ MV 5KJRALBG4CPBE2302 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG3CPBE2100 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG3CPBE2095 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG3BPAX2990 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJRALBG2CPBE2301 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG1CPBE2094 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG1BPBE2093 2011 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG0CPBE2314 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJRALBG0CPBE2300 2012 WESTERN STAR 4900 TRACTOR

Continued on Page 8

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ MV 5KJRALBG0CPBE2099 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJRALBG0BPAX2994 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDRXAPAL1282 2010 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDRXAPAL1279 2010 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDRX9PAL1276 2009 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDR8APAL1281 2010 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDR4BPAW9124 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDR49PAL1242 2009 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDR3APAL1284 2010 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJJALDR2BPAW9123 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALDR29PAL1272 2009 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK97PZ24201 2007 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK88PZ24210 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK77PZ24200 2007 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK77PZ24195 2007 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK76PV17797 2006 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK48PZ24222 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK48PY65298 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK47PZ24204 2007 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK38PZ24213 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK28PZ24218 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK27PZ24203 2007 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK19PAH2380 2009 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK18PZ24212 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK08PZ24217 2008 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK07PZ24202 2007 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALCK07PZ24197 2007 WESTERN STAR 4900 TR-18

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ MV 5KJJALBGXCPBU4699 2012 WESTERN STAR 4900 TANDEM
 *** ADDED ***

+++ MV 5KJJALBGXCPBU4685 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBGXCPBE2298 2012 WESTERN STAR 4900 SA TAND
 *** ADDED ***
 +++ MV 5KJJALBGXCPBE2270 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBGXCPBE2267 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***
 +++ MV 5KJJALBGXBPAZ5096 2011 WESTERN STAR 4900 SA TAND
 *** ADDED ***
 +++ MV 5KJJALBGXBPAY9346 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBGXBPAY7936 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG9CPBU4693 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG9CPBE2311 2012 WESTERN STAR 4900 TANDEM
 *** ADDED ***
 +++ MV 5KJJALBG9CPBE2308 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG9CPBE2292 2012 WESTERN STAR 4900 TANDEM
 *** ADDED ***
 +++ MV 5KJJALBG9CPBE2275 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG9CPBE2261 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG9BPAY9354 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG8CPBU4698 2012 WESTERN STAR 4900 TANDEM
 *** ADDED ***
 +++ MV 5KJJALBG8CPBU4684 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG8CPBE2297 2012 WESTERN STAR 4900 SA TAND
 *** ADDED ***
 +++ MV 5KJJALBG8CPBE2283 2012 WESTERN STAR 4900 SA TAND
 *** ADDED ***
 +++ MV 5KJJALBG8CPBE2266 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***
 +++ MV 5KJJALBG8BPAZ6232 2011 WESTERN STAR 4900 TANDEM
 *** ADDED ***
 +++ MV 5KJJALBG8BPAZ6229 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG8BPAZ5095 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG8BPAY7935 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG7CPBU4692 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG7CPBU4689 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG7CPBU4675 2012 WESTERN STAR 4900 TR-18

Continued on Page 10

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
+++ MV	5KJJALBG7CPBE2310	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG7CPBE2307	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG7CPBE2291	2012	WESTERN STAR 4900 SA TAND	
*** ADDED ***				
+++ MV	5KJJALBG7CPBE2288	2012	WESTERN STAR 4900 SA TAND	
*** ADDED ***				
+++ MV	5KJJALBG7CPBE2260	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG6CPBU4702	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG6CPBU4697	2012	WESTERN STAR 4900 TANDEM	
*** ADDED ***				
+++ MV	5KJJALBG6CPBU4683	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG6CPBE2279	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG6CPBE2265	2012	WESTERN STAR 4900 TRACTOR	
*** ADDED ***				
+++ MV	5KJJALBG6BPAZ6231	2011	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG6BPAY9344	2011	WESTERN STAR 4900 SRP2250	
*** ADDED ***				
+++ MV	5KJJALBG6BPAY7934	2011	WESTERN STAR 4900 SRP2250	
*** ADDED ***				
+++ MV	5KJJALBG5CPBU4691	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG5CPBU4688	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG5CPBU4674	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG5CPBE2306	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG5CPBE2290	2012	WESTERN STAR 4900 SA TAND	
*** ADDED ***				
+++ MV	5KJJALBG5CPBE2273	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG5BPAY9352	2011	WESTERN STAR 4900 SRP2250	
*** ADDED ***				
+++ MV	5KJJALBG5BPAY9349	2011	WESTERN STAR 4900 SRP2250	
*** ADDED ***				
+++ MV	5KJJALBG4CPBU4701	2012	WESTERN STAR 4900 TANDEM	
*** ADDED ***				
+++ MV	5KJJALBG4CPBU4696	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				

+++ MV 5KJJALBG4CPBU4682 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG4CPBE2278 2012 WESTERN STAR 4900 SA TAND
 *** ADDED ***
 +++ MV 5KJJALBG4CPBE2264 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG4BPAZ6230 2011 WESTERN STAR 4900 TR-18

Continued on Page 11

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***
 +++ MV 5KJJALBG4BPAY9343 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG4BPAY7933 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG3CPBU4690 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG3CPBU4687 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG3CPBE2286 2012 WESTERN STAR 4900 SA TAND
 *** ADDED ***
 +++ MV 5KJJALBG3CPBE2272 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG3CPBE2269 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***
 +++ MV 5KJJALBG3BPAY9351 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG3BPAY9348 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG2CPBU4700 2012 WESTERN STAR 4900 TANDEM
 *** ADDED ***
 +++ MV 5KJJALBG2CPBU4695 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG2CPBU4678 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG2CPBE2280 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG2CPBE2277 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG2CPBE2263 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***
 +++ MV 5KJJALBG2BPAY9356 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***
 +++ MV 5KJJALBG2BPAY9342 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***

+++ MV 5KJJALBG2BPAY7932 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBG2BPAY7929 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBG1CPBE2271 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBG1CPBE2268 2012 WESTERN STAR 4900 TRACTOR
 *** ADDED ***

+++ MV 5KJJALBG1BPAZ5097 2011 WESTERN STAR 4900 SA TAND
 *** ADDED ***

+++ MV 5KJJALBG1BPAY9350 2011 WESTERN STAR 4900 SRP2250
 *** ADDED ***

+++ MV 5KJJALBG1BPAY9347 2011 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBG0CPBU4694 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBG0CPBU4680 2012 WESTERN STAR 4900 TR-18
 *** ADDED ***

+++ MV 5KJJALBG0CPBU4677 2012 WESTERN STAR 4900 TR-18

Continued on Page 12

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
+++ MV	5KJJALBG0CPBE2312	2012	WESTERN STAR 4900 TANDEM	
*** ADDED ***				
+++ MV	5KJJALBG0CPBE2309	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG0CPBE2276	2012	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ MV	5KJJALBG0CPBE2259	2012	WESTERN STAR 4900 TANDEM	
*** ADDED ***				
+++ MV	5KJJALBG0BPAY9355	2011	WESTERN STAR 4900 SRP2250	
*** ADDED ***				
+++ MV	5KJJALBG0BPAY7931	2011	WESTERN STAR 4900 TR-18	
*** ADDED ***				
+++ TR	5DYAA52LXFC006766	2015	JLG INDUSTRIES UT610	
*** ADDED ***				
+++ TR	5DYAA52L9FC006774	2015	JLG INDUSTRIES UT610	
*** ADDED ***				
+++ TR	5DYAA52L9FC006760	2015	JLG INDUSTRIES UT610	
*** ADDED ***				
+++ TR	5DYAA52L6FC006764	2015	JLG INDUSTRIES UT610	
*** ADDED ***				
+++ TR	5DYAA52L3FC006771	2015	JLG INDUSTRIES UT610	
*** ADDED ***				

+++ TR 5DYAA52L3DC006024 2013 JLG INDUSTRIES UT610
 *** ADDED ***

+++ TR 5DYAA52L0FC006775 2015 JLG INDUSTRIES UT610
 *** ADDED ***

+++ TR 5DDKM402971003095 2007 RHINO T FP SPM2000 TM
 *** ADDED ***

+++ TR 5DDKM402971003078 2007 RHINO Q FP SPM2000 TM
 *** ADDED ***

+++ TR 5DDKM402881003378 2008 RHINO T FP SPM2000 TM
 *** ADDED ***

+++ TR 5DDKM402571002557 2007 RHINO Q FP SPM2000 TM
 *** ADDED ***

+++ TR 5DDKM402371003061 2007 KALYN 4 IN FIG.1002
 *** ADDED ***

+++ TR 5DDKM402371002699 2007 RHINO Q FP G/D2000 TM
 *** ADDED ***

+++ TR 5DDKM402281003554 2008 RHINO T FP SPM2000 TM
 *** ADDED ***

+++ TR 5DDKM402171003026 2007 RHINO Q FP G/D2000 TM
 *** ADDED ***

+++ TR 5DDKM362971002675 2007 KALYN BLENDER SRL-125.E
 *** ADDED ***

+++ TR 5DDKM362671002987 2007 BLENDER 125-E SRL
 *** ADDED ***

+++ TR 5DDKE402671002631 2007 KALYN 4 IN FIG.1002
 *** ADDED ***

+++ TR 58025823 1980 COMET UTILITY
 *** ADDED ***

+++ TR 51994 1994 NOWSCO BUILT UTILITY
 *** ADDED ***

+++ TR 50933 1978 LUFKIN HI BOY 45 FT TAND

Continued on Page 13

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ MV	4ZD01070	1991	CATERPILLAR IT18B FORKLIF	
*** ADDED ***				
+++ TR	4J8B041237T008903	2007	LBT CRB-1100 BULK CEMENT	
*** ADDED ***				
+++ TR	4J8B040286T004703	2006	LBT CRB-1000 BULK CEMENT	
*** ADDED ***				
+++ TR	4J8B040257T003509	2007	LBT CRB-1100 BULK CEMENT	
*** ADDED ***				
+++ TR	4J8B040247T003503	2007	LBT CRB-1000 BULK CEMENT	
*** ADDED ***				

+++ TR 4J8B040246T004701 2006 LBT CRB-1000 BULK CEMENT
 *** ADDED ***
 +++ TR 4J8B040237T003508 2007 LBT CRB-1100 BULK CEMENT
 *** ADDED ***
 +++ TR 4J8B040227T003501 2007 LBT CRB-1000 BULK CEMENT
 *** ADDED ***
 +++ TR 4J8B040207T003502 2007 LBT CRB-1000 BULK CEMENT
 *** ADDED ***
 +++ TR 40LAB2023RP021774 2012 RAINBOW 6E235-12' UTILITY
 *** ADDED ***
 +++ MV 3WKDD40X96F986912 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X96F986893 2006 KENWORTH T8 SERIES TR-14
 *** ADDED ***
 +++ MV 3WKDD40X96F986604 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X76F986892 2006 KENWORTH T8 SERIES TR-14
 *** ADDED ***
 +++ MV 3WKDD40X76F986603 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X46F986915 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X46F986607 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X26F986606 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X06F986605 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3WKDD40X06F986572 2006 KENWORTH T8 SERIES TR-17
 *** ADDED ***
 +++ MV 3WKDD40X06F986569 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***
 +++ MV 3BKBL59X6AF943841 2010 KENWORTH DELIVERY TRUCK
 *** ADDED ***
 +++ TR 2TLHB4839CB004462 2012 TREMCAR 1410 BULK TRANS
 *** ADDED ***
 +++ TR 2TLHB4839CB004459 2012 TREMCAR 1410 TRIDEM
 *** ADDED ***
 +++ TR 2TLHB4838AB003753 2010 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB4837CB004463 2012 TREMCAR 335 BULK TRANSPOR
 *** ADDED ***
 +++ TR 2TLHB4837CB004461 2012 TREMCAR 1410 BULK TRANS

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***
 +++ TR 2TLHB4837CB004458 2012 TREMCAR 1410 TRIDEM
 *** ADDED ***
 +++ TR 2TLHB4836CB004466 2012 TREMCAR 1410 TRIDEM
 *** ADDED ***
 +++ TR 2TLHB4836AB003752 2010 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB4836AB003749 2010 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB4835CB004460 2012 TREMCAR 1410 TRIDEM
 *** ADDED ***
 +++ TR 2TLHB4834CB004465 2012 TREMCAR 1410 BULK TRANS
 *** ADDED ***
 +++ TR 2TLHB4834AB003751 2010 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB4834AB003748 2010 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB4832CB004464 2012 TREMCAR 1410 BULK TRABS
 *** ADDED ***
 +++ TR 2TLHB4832AB003750 2010 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB40359B003331 2009 TREMCAR TRA/REM SRX-1800
 *** ADDED ***
 +++ TR 2TLHB39366B002049 2006 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB3934B001966 2004 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB39346B002048 2006 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB39336B002087 2006 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLHB39326B002064 2006 TREMCAR SRB-1410 SAND TRI
 *** ADDED ***
 +++ TR 2TLBB393X6B001962 2006 TREMCAR SRB-1100 SAND
 *** ADDED ***
 +++ TR 2TLBB3939CB004573 2012 TREMCAR 1100 SAND TRANS
 *** ADDED ***
 +++ TR 2TLBB3936AB003684 2010 TREMCAR TRA/REM SRB-1100
 *** ADDED ***
 +++ TR 2TLBB39366B001912 2006 TREMCAR SRB-1100 SAND
 *** ADDED ***
 +++ TR 2TLBB3935CB004571 2012 TREMCAR 1100 SAND TRANS
 *** ADDED ***
 +++ TR 2TLBB3932AB003682 2010 TREMCAR SRB-1100 SAND
 *** ADDED ***
 +++ TR 2TLBB39316B001946 2006 TREMCAR SRB-1100 SAND
 *** ADDED ***
 +++ TR 2TLBB39306B001954 2006 TREMCAR SRB-1100 SAND
 *** ADDED ***
 +++ TR 2TLBB312X6B001947 2006 TREMCAR SRB-1100 SAND
 *** ADDED ***
 +++ TR 2TLBB31296B001955 2006 TREMCAR SRB-1100 SAND
 *** ADDED ***

+++ TR 2TLBB31256B002021 2006 TREMCAR SRB-1100 SAND

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR 2TLBB31246B001913 2006 TREMCAR SRB-1100 SAND

*** ADDED ***

+++ TR 2TLBB3029AB003683 2010 TREMCAR SRB-1100 SAND

*** ADDED ***

+++ TR 2TLBB3025CB004574 2012 TREMCAR 1100 SAND TRANS

*** ADDED ***

+++ TR 2TLBB3022AB003685 2010 TREMCAR TRA/REM SRB-1100

*** ADDED ***

+++ TR 2TLBB3021CB004572 2012 TREMCAR 1100 SAND TRANS

*** ADDED ***

+++ TR 2T9SASVCXBD016792 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVCXBD016789 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC9BD016783 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC8BD016791 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC8BD016788 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC7CD016962 2012 TYCROP BHI-FC-0003-9109

*** ADDED ***

+++ TR 2T9SASVC7BD016782 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC7BD016779 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC6CD016936 2012 TYCROP BHI-FC-0003-9109

*** ADDED ***

+++ TR 2T9SASVC6BD016790 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC6BD016787 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC5CD016961 2012 TYCROP BHI-FC-0003-9109

*** ADDED ***

+++ TR 2T9SASVC5BD016781 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC4CD016935 2012 TYCROP BHI-FC-0003-9109

*** ADDED ***

+++ TR 2T9SASVC4BD016786 2011 STEWART SRP-2250 FRAC PUM

*** ADDED ***

+++ TR 2T9SASVC3CD016909 2012 TYCROP CRP-475 CEMENTER
 *** ADDED ***
 +++ TR 2T9SASVC3BD016780 2011 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASVC2BD016785 2011 STEWART SRP-2250 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASVC1CD016908 2012 TYCROP BHI-FC CRP-475
 *** ADDED ***
 +++ TR 2T9SASVC1BD016793 2011 STEWART SRP-2250 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASVC0BD016784 2011 STEWART SRP-2250 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUCXDD016277 2013 STEWART SRP-2500 FRAC PUM

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***
 +++ TR 2T9SASUCXCD016990 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUCXCD016973 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUCXCD016956 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUCXCD016083 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC9CD016124 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC9CD016088 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC8DD016178 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC8CD016955 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC8CD016034 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC7DD016303 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC7DD016253 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC7DD016222 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC7CD016056 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASUC6DD016227 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC6DD016194 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC6DD016177 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC6CD016968 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC6CD016033 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC6CD016002 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC5DD016302 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC5DD016252 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC5CD016976 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC5CD016959 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC5CD016055 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4DD016226 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4DD016193 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4DD016176 2013 STEWART SRP-2500 FRAC PUM

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR 2T9SASUC4CD016967 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4CD016953 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4CD016127 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4CD016032 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4CD016029 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC4CD016001 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC3DD016265 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC3DD016251 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC3CD016975 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC2DD016192 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC2CD016997 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC2CD016126 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC1DD016278 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC1CD016991 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC1CD016974 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC1CD016960 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC1CD016957 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC1CD016084 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC0DD016191 2013 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUC0CD016996 2012 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASUB77D016135 2007 TYCROP TRA/REM SRF-114.3
 *** ADDED ***

+++ TR 2T9SASTCXBD016746 2011 STEWART SRP-2250.5 FRAC
 *** ADDED ***

+++ TR 2T9SASTCXBD016696 2011 STEWART SRP-2250.5 FRAC
 *** ADDED ***

+++ TR 2T9SASTCX9D016479 2009 STEWART SRP-2250.4 FRAC
 *** ADDED ***

+++ TR 2T9SASTC9BD016768 2011 STEWART SRP-2500 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASTC8BD016745 2011 STEWART SRP-2250.5 FRAC
 *** ADDED ***

+++ TR 2T9SASTC8BD016695 2011 STEWART SRP-2250.5 FRAC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR 2T9SASTC8AD016498 2010 STEWART SRP-2250.6 FRAC
 *** ADDED ***

+++ TR 2T9SASTC7BD016767 2011 STEWART SRP-2250 FRAC PUM
 *** ADDED ***

+++ TR 2T9SASTC7AD016492 2010 STEWART SRP-2250.6 FRAC
 *** ADDED ***
 +++ TR 2T9SASTC6AD016497 2010 STEWART SRP-2250.6 FRAC
 *** ADDED ***
 +++ TR 2T9SASTC5BD016766 2011 STEWART SRP-2250 FRAC PUM
 *** ADDED ***
 +++ TR 2T9SASTC5AD016491 2010 STEWART SRP-2250.6 FRAC
 *** ADDED ***
 +++ TR 2T9SASTC59D016485 2009 STEWART SRP-2250.6 FRAC
 *** ADDED ***
 +++ TR 2T9SASTC3BD016765 2011 STEWART SRP-2250.5 FRAC
 *** ADDED ***
 +++ TR 2T9SASTC3BD016698 2011 STEWART SRP-2250.5 FRAC
 *** ADDED ***
 +++ TR 2T9SASSB17D016117 2007 TYCROP NRP12000 CRT-1500
 *** ADDED ***
 +++ TR 2T9SASRBXCD016889 2012 TYCROP CHASSIS SRL-70
 *** ADDED ***
 +++ TR 2T9SASRB8CD016888 2012 TYCROP BJS10442523 SRL
 *** ADDED ***
 +++ TR 2T9SASRB6CD016890 2012 TYCROP CHASSIS SRL-70
 *** ADDED ***
 +++ TR 2T9SASRB6CD016887 2012 TYCROP SRL-70.2 HYDRA
 *** ADDED ***
 +++ TR 2T9SA0SB07D016116 2007 TYCROP CRT-1500.1 TWIN
 *** ADDED ***
 +++ TR 2T9SAAVC4ED016432 2014 PROPELL UNIT ASSY CEMENT
 *** ADDED ***
 +++ TR 2T9NSZ3P8BE165009 2011 HYDRA RIG 1M TRAILER NITR
 *** ADDED ***
 +++ TR 2T9NSZ3P6BE165008 2011 HYDRA RIG PUMPER N2
 *** ADDED ***
 +++ TR 2T9NSZ3P4BE165007 2011 HYDRA RIG 1M TRAILER NITR
 *** ADDED ***
 +++ TR 2T9NSZ3P2BE165006 2011 HYDRA RIG 1M NITROGEN PUM
 *** ADDED ***
 +++ TR 2T9NSY3PX6E165027 2006 HYDRA RIG NS271 NRP-14000
 *** ADDED ***
 +++ TR 2T9NSY3PX5E165026 2005 HYDRA RIG 840K SCFH 15K
 *** ADDED ***
 +++ TR 2T9NSY3P86E165026 2006 HYDRA RIG NRP12000
 *** ADDED ***
 +++ TR 2T9NSY3P85E165025 2005 HYDRA RIG N2 PUMPER
 *** ADDED ***
 +++ TR 2T9NSY3P66E165025 2006 HYDRA RIG NRP12000
 *** ADDED ***
 +++ TR 2T9NSY3P65E165024 2005 HYDRA RIG 840K NRP-14000
 *** ADDED ***
 +++ TR 2T9NSY3P65E165007 2005 HYDRA RIG 840K SCFH 15K P

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR 2T9NSY3P65E165004 2005 HYDRA RIG 840K SCFH 15K P

*** ADDED ***

+++ TR 2T9NSY3P45E165023 2005 HYDRA RIG 840K SCFH 15K P

*** ADDED ***

+++ TR 2T9HB41309D000149 2009 TREMCAR SRB-1410 SAND TRI

*** ADDED ***

+++ TR 2S9DA53587M115856 2007 STARGATE SRB-1400 SAND

*** ADDED ***

+++ TR 2S9DA53567M115855 2007 STARGATE SRB-1400 SAND

*** ADDED ***

+++ TR 2S9DA53527M115853 2007 STARGATE SRB-1400 SAND

*** ADDED ***

+++ TR 2RGBE1223B1001170 2011 RAINBOW 12 FT FLAT DECK

*** ADDED ***

+++ TR 2PLG04128BC11752 2008 PEERLESS CH-41-2A SRF

*** ADDED ***

+++ TR 2PLC042397BH13177 2007 PEERLESS CH-42-BA SRA-5

*** ADDED ***

+++ TR 2PLC042377BH13176 2007 PEERLESS CH-42-BA SRA-5

*** ADDED ***

+++ TR 2PLC042375BM12112 2005 PEERLESS CH-42-3A SRL

*** ADDED ***

+++ TR 2PLC042367BK13183 2007 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042367BJ13181 2007 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042347GJ13179 2007 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042347BK13182 2007 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042347BJ13180 2007 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042346BA12755 2006 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042326BB12756 2006 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042326BA12754 2006 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC042307BH13178 2007 PEERLESS CH-42-3A SRA-5

*** ADDED ***

+++ TR 2PLC0422X5GE11889 2005 PEERLESS CH-39-2A SRA-5

*** ADDED ***

+++ TR 2PLC0422X2BH10790 2002 PEERLESS CH-42-2A SRA-5

*** ADDED ***

+++ TR 2PLC042246BM12738 2006 PEERLESS CH-42-2A SRZ-70

*** ADDED ***

+++ TR 2PLC042242BH10767 2002 PEERLESS CH-42-2A SRA-5
 *** ADDED ***
 +++ TR 2PLC0413X7BH13156 2007 STEWART SRP-2250.2 FRAC
 *** ADDED ***
 +++ TR 2PLC0413X70L13152 2007 STEWART SRP-2250.2 FRAC
 *** ADDED ***
 +++ TR 2PLC041377BJ13157 2007 STEWART SRP-2250.2 FRAC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***
 +++ TR 2PLC041337BL13145 2007 STEWART SRP-2250.3 FRAC
 *** ADDED ***
 +++ TR 2PLC041299BG14127 2009 PEERLESS CH-41-2A SRL
 *** ADDED ***
 +++ TR 2PLC04126BJ12535 2006 TYCROP CHASSIS CH-41-2A
 *** ADDED ***
 +++ TR 2PLC041246BJ12537 2006 PEERLESS CH-41-2A SRF
 *** ADDED ***
 +++ TR 2PLC041236BB12757 2006 PEERLESS CH-41-2A SRF
 *** ADDED ***
 +++ TR 2PLC041226BJ12536 2006 TYCROP CHASSIS CH-41-2A
 *** ADDED ***
 +++ TR 2PLC041225BM12110 2005 PEERLESS CH-41-2A SRF
 *** ADDED ***
 +++ TR 2PLC040395BM12117 2005 STEWART SRP-2250.2 FRAC
 *** ADDED ***
 +++ TR 2PLC040277BM13077 2007 PEERLESS CRT-1500.2 TWIN
 *** ADDED ***
 +++ TR 2PLC040257BM13076 2007 PEERLESS CRT-1500.2 TWIN
 *** ADDED ***
 +++ TR 2PLC040207GJ13075 2007 PEERLESS CRT-1500.1 TWIN
 *** ADDED ***
 +++ TR 2PLC040206BA12584 2006 PEERLESS CRT-1500
 *** ADDED ***
 +++ TR 2PLC038287BD12860 2007 PEERLESS CH-38-2A CRM-100
 *** ADDED ***
 +++ TR 2PLC038257BC12859 2007 PEERLESS CH-38-2A CRM-100
 *** ADDED ***
 +++ TR 2PLC03527VBJ84920 1997 PEERLESS CH-40-8-A SRL
 *** ADDED ***
 +++ MV 2NPRLZ9X87M730988 2007 PETERBILT 340 FRAC VAN
 *** ADDED ***
 +++ MV 2NPNHZ6X67M731156 2007 PETERBILT 330 FLUID VAN
 *** ADDED ***

+++ MV 2NPLHZ7X87M669152 2007 PETERBILT 335 MAINT TRUCK
 *** ADDED ***

+++ MV 2NPLHN7X78M750590 2008 PETERBILT 335 MAINT TRUCK
 *** ADDED ***

+++ MV 2NP3LN9X9DM185829 2013 PETERBILT 348 UNIT ASSY
 *** ADDED ***

+++ MV 2NP3LN9X9DM172207 2013 PETERBILT 348 UNIT ASSY
 *** ADDED ***

+++ MV 2NP3LN9X8CM137396 2012 PETERBILT 348 STAKEBED
 *** ADDED ***

+++ MV 2NP3LN9X3DM185812 2013 PETERBILT 348 METERING
 *** ADDED ***

+++ MV 2NP3LN9X3BM116857 2011 PETERBILT 348 STAKEBED
 *** ADDED ***

+++ MV 2NP3LN9X0DM185816 2013 PETERBILT 348 STAKEBED
 *** ADDED ***

+++ MV 2NP2HN7X9DM185846 2013 PETERBILT 337 MAINT TRUCK
 *** ADDED ***

+++ MV 2NP2HN7X8CM137981 2012 PETERBILT 337 MAINT TRUCK

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
+++ MV	2NP2HN7X8CM137950	2012	PETERBILT 337 MAINT TRUCK	
*** ADDED ***				
+++ MV	2NP2HN7X3CM137953	2011	MAINT TRUCK PB 2011 11/11	
*** ADDED ***				
+++ MV	2NP2HN7X2CM137944	2012	PETERBILT 337 TRUCK CONV	
*** ADDED ***				
+++ MV	2NP2HN7X1DM172198	2013	PETERBILT 337 MAINT TRUCK	
*** ADDED ***				
+++ TR	2N9N2403XCE065389	2012	STELLAR CHASSIS N2 PUMP	
*** ADDED ***				
+++ TR	2K9S23277Y1061027	2000	SKYREACH S718T UTILITY	
*** ADDED ***				
+++ TR	2JADE7723B1001905	2011	CJAY CJ12K CEMENT	
*** ADDED ***				
+++ TR	2JADE7722B1001930	2011	CJAY CJ12K CEMENT	
*** ADDED ***				
+++ TR	2H8P05322BT010301	2011	FRUEHAUF HI-BOY 45 FT TAN	
*** ADDED ***				
+++ MV	2FZACHDC67AY55317	2007	STERLING ACTERRA TRUCK	
*** ADDED ***				
+++ MV	2FZACHDC57AY20204	2007	STERLING ACTERRA TRUCK	
*** ADDED ***				

+++ MV 2FZACHDC37AY20203 2007 STERLING ACTERRA TRUCK
 *** ADDED ***

+++ MV 2FZACHDC17AY20202 2007 STERLING ACTERRA TRUCK
 *** ADDED ***

+++ MV 2C9T2CFA063161307 2006 COURTNEY BERG XRG-10
 *** ADDED ***

+++ TR 2C91356E1B1086271 2011 CANCADE SAND SILO TRANS
 *** ADDED ***

+++ TR 2ATA0615XAM106959 2010 FRUEHAUF CRT-985 BULK CEM
 *** ADDED ***

+++ TR 2AT5022805U101181 2005 ECOSSE WELDING SRU-1.1
 *** ADDED ***

+++ TR 2A9PF3534WN125305 1998 ASPEN SD-35-3 SGL DROP
 *** ADDED ***

+++ TR 2A9PF3532WN125304 1998 ASPEN SD-35-3 SGL DROP
 *** ADDED ***

+++ TR 2A9PF303XTN125165 1996 ASPEN SD-30-2 SGL DROP
 *** ADDED ***

+++ TR 2A9PF302XWS037021 1998 ASPEN SD-30-2 CRB-50 CEM
 *** ADDED ***

+++ MV 2861611832 1996 SELICK SD-80 FORKLIFT
 *** ADDED ***

+++ TR 2806106123 2010 CONVEY-ALL SK4002 SAND
 *** ADDED ***

+++ TR 2511106185 2012 SAND KING SK4002
 *** ADDED ***

+++ TR 2511106184 2012 SAND KING SK4002
 *** ADDED ***

+++ TR 2511106183 2012 SAND KING SK4002
 *** ADDED ***

+++ TR 2511106182 2010 SAND KING SK4002

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR	2209086060	2009	SAND KING 4002 SRB-4000	
*** ADDED ***				
+++ TR	2209086059	2008	SAND KING 4002 SRB-4000	
*** ADDED ***				
+++ TR	1Z9SD4528C0058386	2012	OVERBILT N2 PUMPER	
*** ADDED ***				
+++ TR	1Z9SD4526C0058385	2012	OVERBILT N2 PUMPER	
*** ADDED ***				
+++ TR	1Z9SD4526C00585418	2012	OVERBILT N2 PUMPER	
*** ADDED ***				

+++ TR 1Z9SD4524CO058384 2012 OVERBILT N2 UNIT, TM PUMP
 *** ADDED ***
 +++ TR 1Z9SD4520C0058382 2012 OVERBILT HYDRA RIG N2 PUM
 *** ADDED ***
 +++ TR 1Z9FF2128CH368027 2012 OILFIELD REPAIR BOOST
 *** ADDED ***
 +++ TR 1Z9FF2124FH368031 2015 OILFIELD REPAIR BOOST
 *** ADDED ***
 +++ TR 1Z9FF2122FH368030 2015 OILFIELD REPAIR BOOST
 *** ADDED ***
 +++ TR 1Z9FF2121CH368015 2012 OILFIELD REPAIR BOOST
 *** ADDED ***
 +++ TR 1Z9FF2120CH368023 2012 OILFIELD REPAIR BOOST
 *** ADDED ***
 +++ MV 1XPTD49XXDD166161 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49XXBD123131 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49XX8D739890 2008 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49XX8D656346 2008 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X9ED188606 2014 PETERBILT 367 CLASS 8
 *** ADDED ***
 +++ MV 1XPTD49X9ED188587 2014 PETERBILT 367 CLASS 8
 *** ADDED ***
 +++ MV 1XPTD49X9DD166247 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X99D773451 2009 PETERBILT 367 TRACTOR UNI
 *** ADDED ***
 +++ MV 1XPTD49X8BD123130 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X7DD166389 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X7DD166327 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X7CD137442 2012 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X7BD123166 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X6DD166108 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X68D740048 2008 PETERBILT 367 TRACTOR HYD

Continued on Page 23

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***
 +++ MV 1XPTD49X5DD166150 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X5BD123151 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X5BD117009 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X4DD166480 2013 PTRB 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X4CD155140 2012 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X4BD116997 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X49D773373 2009 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X3CD137583 2012 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X3CD137535 2012 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X3BD117090 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X38D739956 2008 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X2DD166431 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X29D788910 2009 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X28D739947 2008 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X1ED188566 2014 PETERBILT 367 CLASS 8
 *** ADDED ***
 +++ MV 1XPTD49X1DD183298 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X1DD163312 2013 PETERBILT 367 TRACTOR UNI
 *** ADDED ***
 +++ MV 1XPTD49X1CD137582 2012 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X1BD117086 2011 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X19S773413 2009 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X0FD188639 2015 PETERBILT 367 CLASS 8
 *** ADDED ***
 +++ MV 1XPTD49X0ED188588 2014 PETERBILT 367 CLASS 8
 *** ADDED ***
 +++ MV 1XPTD49X0DD188542 2013 PETERBILT 367 CLASS 8
 *** ADDED ***
 +++ MV 1XPTD49X0DD166430 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X0DD166105 2013 PETERBILT 367 TRACTOR HYD
 *** ADDED ***
 +++ MV 1XPTD49X0CD137766 2012 PETERBILT 367 TRACTOR HYD
 *** ADDED ***

+++ MV 1XFP4TX84D815954 2004 PETERBILT 378 TRACTOR CON

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ MV 1XPFD49XX6D884213 2006 PETERBILT 378 TRACTOR HYD

*** ADDED ***

+++ MV 1XPFD49X67D656288 2007 PETERBILT 378 TRACTOR HYD

*** ADDED ***

+++ MV 1XPFD49X57D656363 2007 PETERBILT 378 TRACTOR HYD

*** ADDED ***

+++ MV 1XPFD49X27D656367 2007 PETERBILT 378 TRACTOR HYD

*** ADDED ***

+++ MV 1XPFD49X05D884171 2005 PETERBILT 378 TRACTOR HYD

*** ADDED ***

+++ MV 1XPAD4TX56D898751 2006 PETERBILT 357 TRACTOR CON

*** ADDED ***

+++ MV 1XP5DR9X9XD461116 1999 PETERBILT 379 TRACTOR UNI

*** ADDED ***

+++ MV 1XP5DR9X7XD461132 1999 PETERBILT 379 TRACTOR HYD

*** ADDED ***

+++ MV 1XP5DR9X5VD438252 1997 PETERBILT 379 TRACTOR HYD

*** ADDED ***

+++ MV 1XKDD40XX6J992178 2006 KENWORTH T8 SERIES TR-17

*** ADDED ***

+++ MV 1XKDD40X97R932265 2007 KENWORTH T8 SERIES TR-17

*** ADDED ***

+++ MV 1XKDD40X86J992177 2006 KENWORTH T8 SERIES TR-17

*** ADDED ***

+++ MV 1XKDD40X77R932250 2007 KENWORTH T8 SERIES TR-17

*** ADDED ***

+++ MV 1XKDD40X66J992176 2006 KENWORTH T8 SERIES TR-17

*** ADDED ***

+++ MV 1XKDD40X45R979796 2005 KENWORTH T8 SERIES TR-16

*** ADDED ***

+++ MV 1XKDD40X25R979800 2005 KENWORTH T8 SERIES TR-16

*** ADDED ***

+++ MV 1XKDD40X15R979786 2005 KENWORTH T8 SERIES TR-16

*** ADDED ***

+++ MV 1XKDD00XX7R997523 2007 KENWORTH T8 SERIES TR-16

*** ADDED ***

+++ MV 1XKDD00XX7R995920 2007 KENWORTH T8 SERIES TR-16

*** ADDED ***

+++ MV 1XKDD00X56R987531 2007 KENWORTH T8 SERIES TR-16

*** ADDED ***

+++ MV 1XKDD00X97R997528 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X97R995911 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X97R995908 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X97R995892 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X97R994371 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X97R992698 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X87R997522 2007 KENWORTH T8 SERIES TR-16

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
+++ MV	1XKDD00X87R995902	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X87R995897	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X87R995883	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X87R992966	2007	KENWORTH T8 SERIES TR-18	*** ADDED ***
+++ MV	1XKDD00X77R995924	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X77R995910	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X77R994370	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X76R992682	2006	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X76R992679	2006	KENWORTH T8 SERIES TR-19	*** ADDED ***
+++ MV	1XKDD00X76R987532	2006	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X67R997535	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X67R992965	2007	KENWORTH T8 SERIES TR-18	*** ADDED ***
+++ MV	1XKDD00X66R992690	2006	KENWORTH T8 SERIES TR-16	*** ADDED ***
+++ MV	1XKDD00X57R995923	2007	KENWORTH T8 SERIES TR-16	*** ADDED ***

+++ MV 1XKDD00X57R995906 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X56R992681 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X56R987531 2006 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X47R997520 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X47R995900 2007 KENWORTH T8 SERIES TR-19
 *** ADDED ***

+++ MV 1XKDD00X47R995895 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X37R996097 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X37R995919 2007 KENWORTH T8 SERIES TR-19
 *** ADDED ***

+++ MV 1XKDD00X37R995886 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X27R997533 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X27R995913 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X27R995894 2007 KENWORTH T8 SERIES TR-16
 *** ADDED ***

+++ MV 1XKDD00X27R995880 2007 KENWORTH T8 SERIES TR-16

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
+++ MV	1XKDD00X17R997524	2007	KENWORTH T8 SERIES TR-16	
+++ MV	1XKDD00X17R995918	2007	KENWORTH T8 SERIES TR-19	
+++ MV	1XKDD00X17R995899	2007	KENWORTH T8 SERIES TR-19	
+++ MV	1XKDD00X06R990868	2006	KENWORTH T8 SERIES TR-16	
+++ TR	1X9SD4522C0058383	2012	OVERBILT HRS-10038 FP NIT	
+++ TR	1W9UC4828BL216009	2011	WORLEY WELDING FMCC 4 MAN	
+++ TR	1W9UC4825BL216002	2011	WORLEY WELDING 41502 MFLD	
+++ TR	1W9UC48197L216003	2007	WORLEY WELDING TRL MANIFO	

+++ TR 1W9TC3924EM257563 2014 WILCO UNIT ASSY, 100 BBL
 *** ADDED ***

+++ TR 1T9SS5614FR719783 2015 TROXELL-VIKING SINGLE COM
 *** ADDED ***

+++ TR 1T9SS5612FR719782 2015 TROXELL-VIKING SINGLE COM
 *** ADDED ***

+++ TR 1T9SS5612FR719667 2015 TROXELL-VIKING PORT-A-BUL
 *** ADDED ***

+++ TR 1T9SS5610FR719781 2015 TROXELL-VIKING PORT-A-BUL
 *** ADDED ***

+++ TR 1T9SS5610FR719666 2015 TROXELL-VIKING PORT-A-BUL
 *** ADDED ***

+++ TR 1S9AL14C86H474320 2006 STEPHENS P-36-1100 SRB
 *** ADDED ***

+++ TR 1S9AL14C26H474247 2006 STEPHENS SRB-1100 SAND
 *** ADDED ***

+++ TR 1S9AL14B56H474248 2006 STEPHENS SRB-1100 SAND
 *** ADDED ***

+++ TR 1S9AL14B06H474321 2006 STEPHENS SRB-1100 SAND
 *** ADDED ***

+++ TR 1PMS34331C1039557 2012 POLAR SK-4000 CHEMICAL
 *** ADDED ***

+++ TR 1P9CP442XCB343456 2012 PRATT DF44 TRT 1330 PUMP
 *** ADDED ***

+++ TR 1P9CP4427CB343091 2012 PRATT DF44 TRT 1330 DUAL
 *** ADDED ***

+++ TR 1P9CP4426CB343177 2012 PRATT DF442 TRT-1330 COIL
 *** ADDED ***

+++ TR 1P9CP4327CB343772 2012 KALYN SIEBERT UNIT ASSY
 *** ADDED ***

+++ TR 1P9CP4324EB343392 2014 DOTF DPHU 100 UNIT ASSY
 *** ADDED ***

+++ TR 1P9CP412XDB343012 2013 RHINO T/SUREFIRE HYBRID
 *** ADDED ***

+++ TR 1P9CP412XCB343669 2012 RHINO TC 50-X 2000 GD
 *** ADDED ***

+++ TR 1P9CP412XCB343008 2012 RHINO T FRAC PUMP

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR 1P9CP4120BB343713 2011 RHINO T FRAC PUMP
 *** ADDED ***

+++ TR 1P9CP4129BB343112 2011 RHINO
 *** ADDED ***

+++ TR 1P9CP4128CB343119 2012 RHINO T FRAC PUMP
 *** ADDED ***
 +++ TR 1P9CP4127CB343676 2012 RHINO T FP SPM2500 TM
 *** ADDED ***
 +++ TR 1P9CP4127AB343187 2010 RHINO T FP FMC2000 TM
 *** ADDED ***
 +++ TR 1P9CP4126AB343195 2010 RHINO T FP FMC2000 TM
 *** ADDED ***
 +++ TR 1P9CP4124DB343006 2013 RHINO T/SUREFIRE HYBRID
 *** ADDED ***
 +++ TR 1P9CP4124CB343098 2012 RHINO TC 50-X 2000 GD
 *** ADDED ***
 +++ TR 1P9CP4123CB343710 2012 RHINO FRAC PUMP
 *** ADDED ***
 +++ TR 1P9CP4123BB343706 2011 RHINO T FRAC PUMP
 *** ADDED ***
 +++ TR 1P9CP4122BB343155 2011 RHINO T G/D
 *** ADDED ***
 +++ TR 1P9CP4121DB343240 2013 RHINO SUREFIRE HYBRID
 *** ADDED ***
 +++ TR 1P9CP4121CB343656 2012 RHINO T FRAC PUMP
 *** ADDED ***
 +++ TR 1P9CP4120BB343713 2011 RHINO T FRAC PUMP
 *** ADDED ***
 +++ TR 1P9CP4120BB343154 2011 RHINO T FP G/D2000 TM
 *** ADDED ***
 +++ TR 1P9CP4120AB343175 2010 RHINO T FP FMC2000 TM
 *** ADDED ***
 +++ TR 1P9CP40299B343060 2009 RHINO T FP FMC2000 TM
 *** ADDED ***
 +++ TR 1P9CP40268B343595 2008 PRATT 6F402-BA8CFS555 CHE
 *** ADDED ***
 +++ TR 1P9CP4023AB343236 2010 PRATT CEMENT PUMP MCP2000
 *** ADDED ***
 +++ TR 1P9CP40239B343099 2009 PRATT BLENDER 125 E EXT
 *** ADDED ***
 +++ TR 1P9CP4021CB343447 2012 PRATT DF40 125 EX BLENDER
 *** ADDED ***
 +++ MV 1NPAL49X96D896909 2006 PETERBILT 357 LINE TRUCK
 *** ADDED ***
 +++ MV 1NP6XR0X22D611787 2002 PETERBILT 362 LINE TRUCK
 *** ADDED ***
 +++ MV 1NKDLR9X12R965363 2002 KENWORTH T8 SERIES CEMENT
 *** ADDED ***
 +++ MV 1NKDLR0X71R963466 2001 KENWORTH T8 SERIES STP430
 *** ADDED ***
 +++ MV 1NKDLR0X62R965887 2002 KENWORTH T8 SERIES XTG-10
 *** ADDED ***
 +++ MV 1NKDLR0X01R963468 2001 KENWORTH T8 SERIES STP430

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
+++ MV	1NKDL40X96R987536	2006	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKDL40X85R976493	2005	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKDL40X76R987535	2006	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ TR	1NKDL40X57R995991	2007	KENWORTH T800 STL-70.4	
*** ADDED ***				
+++ MV	1NKDL40X57R995988	2007	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKDL40X26R987538	2006	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKDL40X25R979759	2005	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKDL40X06R987537	2006	KENWORTH T8 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKCL40X97R995861	2007	KENWORTH C5 SERIES	STP430
*** ADDED ***				
+++ MV	1NKCL40X97R995844	2007	KENWORTH C5 SERIES	STP430
*** ADDED ***				
+++ MV	1NKCL40X97R932534	2007	KENWORTH C5 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKCL40X87R932539	2007	KENWORTH C5 SERIES	STV
*** ADDED ***				
+++ TR	1NKCL40X86R987684	2006	KENWORTH C5 SERIES	CTP450
*** ADDED ***				
+++ MV	1NKCL40X77R995860	2007	KENWORTH C5 SERIES	STP430
*** ADDED ***				
+++ MV	1NKCL40X77R932533	2007	KENWORTH C5 SERIES	STC
*** ADDED ***				
+++ MV	1NKCL40X67R932538	2007	KENWORTH C5 SERIES	STC
*** ADDED ***				
+++ TR	1NKCL40X57R995856	2007	KENWORTH C5 SERIES	CTP475
*** ADDED ***				
+++ MV	1NKCL40X57R932532	2007	KENWORTH C5 SERIES	STE
*** ADDED ***				
+++ MV	1NKCL40X57R932529	2007	KENWORTH C5 SERIES	XTG-10
*** ADDED ***				
+++ MV	1NKCL40X47R932540	2007	KENWORTH C5 SERIES	STV
*** ADDED ***				
+++ MV	1NKCL40X47R932537	2007	KENWORTH C5 SERIES	STP430
*** ADDED ***				
+++ MV	1NKCL40X37R932531	2007	KENWORTH C5 SERIES	HYDRA
*** ADDED ***				
+++ TR	1NKCL40X27R995846	2007	KENWORTH C5 SERIES	CTP475
*** ADDED ***				

+++ MV 1NKCL40X27R932536 2007 KENWORTH C5 SERIES STP430
 *** ADDED ***
 +++ MV 1NKCL40X17R932530 2007 KENWORTH C5 SERIES HYDRA
 *** ADDED ***
 +++ MV 1NKCL40X07R932535 2007 KENWORTH C5 SERIES STC
 *** ADDED ***
 +++ TR 1M91P5220CA211755 2012 SPM 10 STATION MANIFOLD

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR	1JJG53375VL404046	1997	WABASH STPDK SGL DROP	
*** ADDED ***				
+++ MV	1HTSCAAM3TH352294	1996	INTERNATIONAL 4700 FRAC	
*** ADDED ***				
+++ MV	1GDE5E3266F415441	2006	GMC C5 4X4 STE3 FRAC VAN	
*** ADDED ***				
+++ MV	1GDE5E3266F415262	2006	GMC C5500 4X4 FRAC VAN	
*** ADDED ***				
+++ MV	1GDE5E3266F400888	2006	GMC C-5500 STP-1 TRUCK	
*** ADDED ***				
+++ MV	1GDE5E3226F414920	2006	GMC C5 STE-3 FRAC VAN	
*** ADDED ***				
+++ MV	1FVHCYCY6EHFP0577	2014	FREIGHTLINER M2 BUS 26	
*** ADDED ***				
+++ MV	1FVHCYBS2DHFH5637	2013	FREIGHTLINER M2 BUS 26	
*** ADDED ***				
+++ TR	1C9SC532XBM811000	2011	CVA-23.5K-35-TR-D-HY	
*** ADDED ***				
+++ TR	1C9SC5329BM810999	2011	CVA-23.5K-35-TR-D-HY	
*** ADDED ***				
+++ TR	1C9SC53236M810373	2006	CVA-16.7 K-60-TR-D-H	
*** ADDED ***				
+++ TR	1C9SC53236M810356	2006	CVA-16.7 K-60-TR-D-H	
*** ADDED ***				
+++ TR	1C9SC443XBM810995	2011	CVA-9.4K-90-TR-P-TRI-MW	
*** ADDED ***				
+++ TR	1C9SC4431BM810996	2011	CVA-9.4K-90-TR-P-TRI-MW	
*** ADDED ***				
+++ TR	1C9SC433X5M810131	2005	CVA-9.4K-90-TR-P-TRI	
*** ADDED ***				
+++ TR	1C9SC43385M810211	2005	CVA-9.4K-90-TR-P-TRI	
*** ADDED ***				
+++ TR	1C9SC43376M810346	2006	CVA-9.4 K-90-TR-P-M/	
*** ADDED ***				

+++ TR 1C9SC43356M810345 2006 CVA-9.4 K-90-TR-P-M/
 *** ADDED ***

+++ TR 1C9SC43356M810300 2006 CVA-9.4 K-90-TR-P-M/
 *** ADDED ***

+++ TR 1C9SC43346M810367 2006 CVA-9.4 K-90-TR-P-M/
 *** ADDED ***

+++ TR 1C9SC43346M810241 2006 CVA-9.4K-90-TR-P-TRI
 *** ADDED ***

+++ TR 1C9SC43337M810412 2007 CVA-94K-90-TR-P
 *** ADDED ***

+++ TR 1C9SC43337M810409 2007 CVA-9.4 K-90-TR-P-M/
 *** ADDED ***

+++ TR 1C9SC43317M810408 2007 CVA-9.4 K-90-TR-P-M/W
 *** ADDED ***

+++ TR 1C9SC43306M810236 2006 CVA-9.4K-90-TR-P-TRI
 *** ADDED ***

+++ TR 1C9SC43286M810363 2006 CVA-9.4 K-90-TR-P-M/
 *** ADDED ***

+++ TR 1C9SB542XB1109407 2011 CAMBELT CD24 DUAL SAND

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR 1B9WS6027AT287160 2010 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS6023BT287027 2011 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS56274T287004 2008 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS562X6T287164 2006 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS562X6T287016 2006 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS562BRT287004 1994 BESSER SRB-2700 SAND HOG
 *** ADDED ***

+++ TR 1B9WS56286T287032 2006 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS56286T287013 2006 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS56278T287171 2008 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS56275T287049 2005 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS56274T287004 2004 SAND KING SK4000 CUMM
 *** ADDED ***

+++ TR 1B9WS50275T287080 2005 BESSER FS-27 SRB2700 SAND
 *** ADDED ***

+++ TR 1B9WS50216T287007 2006 BESSER FS-27 SRB2700 SAND
 *** ADDED ***

+++ TR 1B9WS50205T287081 2005 BESSER FS-27 SRB2700 SAND
 *** ADDED ***

+++ TR 1B9DS2627FH329005 2015 SAND KING UNIT ASSY, VAC
 *** ADDED ***

+++ TR 1A9L7452XAA245995 2010 ATOKA HRS-10001 N2 PUMP
 *** ADDED ***

+++ TR 1A9L7452X8A245540 2008 ATOKA HRS-10001 FP NITR
 *** ADDED ***

+++ TR 1A9L74526BA245204 2011 ATOKA LOWBOY N2 UNIT
 *** ADDED ***

+++ TR 1A9L74526AA245993 2010 ATOKA LOWBOY FP NITRO
 *** ADDED ***

+++ TR 1A9L74524BA245203 2011 ATOKA HRS-10001 NITROGEN
 *** ADDED ***

+++ TR 1A9L74524AA245992 2010 ATOKA HRS-10001 FP NITR
 *** ADDED ***

+++ TR 17YBP1621CB051027 2012 1100 CU. FT. AIR COMPRESS
 *** ADDED ***

+++ TR 16HG5383X8U058922 2008 HAULMARK GRF85X38WR5
 *** ADDED ***

+++ TR 1408108163 2010 CONVEY-ALL UNIBELT-1800
 *** ADDED ***

+++ TR 1408108064 2010 CONVEY-ALL UNIBELT-1800
 *** ADDED ***

+++ TR 1407108166 2010 CONVEY-ALL TCH-1035 SRX
 *** ADDED ***

+++ TR 1407108165 2010 CONVEY-ALL UNIBELT-1800

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

*** ADDED ***

+++ TR	1403106075	2010	CONVEY-ALL SK4002 SAND	
*** ADDED ***				
+++ TR	1403106074	2010	CONVEY-ALL SK4002 SAND	
*** ADDED ***				
+++ TR	1403106073	2010	CONVEY-ALL SK4002 SAND	
*** ADDED ***				
+++ TR	1403106072	2010	CONVEY-ALL SK4002 SAND	
*** ADDED ***				
+++ TR	1403106071	2010	CONVEY-ALL SK4002 SAND	
*** ADDED ***				

+++ TR 13N23530421512961 2008 FONT UTILITY
 *** ADDED ***

+++ TR 1311087342 2009 CONVEY-ALL UNIBELT-1800
 *** ADDED ***

+++ TR 1311087341 2009 CONVEY-ALL UNIBELT-1800
 *** ADDED ***

+++ TR 1107087222 2008 CONVEY-ALL UNIBELT-1800
 *** ADDED ***

+++ TR 1403106070 2010 CONVEY-ALL SK4002 SAND
 *** ADDED ***

+++ TR 10472 1997 BATCO SAND BELT SRX-1435
 *** ADDED ***

+++ MV 10277 1998 TOYOTA 52-6FG35 FORKLIFT
 *** ADDED ***

+++ MV 10271 1998 TOYOTA 52-6FG45 FORKLIFT
 *** ADDED ***

+++ TR 1010126440 2013 CONVEY-ALL SK4400 SAND
 *** ADDED ***

+++ TR 1010126439 2012 CONVEY-ALL T800 SAND STOR
 *** ADDED ***

+++ MV 10051 1998 TOYOTA 52-6FG35 FORKLIFT
 *** ADDED ***

+++ TR 0501118457 2011 CONVEY-ALL UNIBELT-1800
 *** ADDED ***

+++ TR 0501118456 2011 CONVEY-ALL WB123064ST SAN
 *** ADDED ***

+++ TR 4P5CF1622P1116286 1983 CFM BUILT PJ

General Collateral:

** DELETED **

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

- (A) ALL ACCOUNTS;
- (B) ALL CASH EQUIVALENTS AND OTHER CASH;
- (C) ALL COMMODITY ACCOUNTS;
- (D) ALL DEPOSIT ACCOUNTS;
- (E) ALL INVENTORY;
- (F) ALL MONEY;
- (G) ALL SECURITIES ACCOUNTS;
- (H) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND

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OTHER COLLATERAL, ALL CHATTEL PAPER;
 (I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND
 OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;

(J) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GOODS;
(K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL INSTRUMENTS;
(M) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;
(N) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND
(O) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING; PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (O), THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY. NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.
AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:

(A) CHATTEL PAPER;
(B) DOCUMENT OF TITLE;
(C) EQUIPMENT;
(D) FIXTURES;
(E) GOODS;
(F) INSTRUMENTS;
(G) INTANGIBLES;
(H) INVESTMENT PROPERTY;
(I) MONEY;
(J) PROCEEDS;
(K) SECURITIES ACCOUNTS; AND
(L) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

(A) COMMERCIAL TORT CLAIM;
(B) COMMODITY ACCOUNT;
(C) LETTER-OF-CREDIT RIGHTS; AND
(D) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO

MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED ON OR ABOUT MAY 26, 2017, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (A) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (B) ARE ZERO BALANCE ACCOUNTS, (C) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (D) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (D) DOES NOT EXCEED U.S.\$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (A), (B), (C) AND (D) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");
(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR

ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;
(C) ANY EQUIPMENT;
(D) ANY FIXTURES;
(E) ANY REAL PROPERTY;
(F) ANY INTELLECTUAL PROPERTY;
(G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT
NOT RELATING TO ANY COLLATERAL;

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(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS
NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);
(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO
WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN
WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES)
OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN
OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX)
EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY
TO BE AFFORDED THEREBY;
(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT
RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY
COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A
FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;
(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I)
NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT
IN EXCESS OF U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN
CANADIAN DOLLARS);
(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING
TO ANY COLLATERAL;
(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A
GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE
LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (X) HAS BEEN
WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY
OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (Y)
WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE
LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL
PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE,
SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO
CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);
(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT
TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR
INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE

MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (X) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (Y) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (I) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (Z) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O); (P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER

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ROLLING STOCK AND ANY OTHER SIMILAR SERIAL NUMBER GOODS (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE; FOR PURPOSES HEREOF, "VEHICLES" MEANS ALL CARS, TRUCKS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT AND OTHER VEHICLES COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING;
(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND
(R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.
"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION

IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED,

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HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO

REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING).

IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

*** ADDED ***

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

(A) ALL ACCOUNTS;

(B) ALL CASH EQUIVALENTS AND OTHER CASH;

(C) ALL COMMODITY ACCOUNTS;

(D) ALL DEPOSIT ACCOUNTS;

(E) ALL INVENTORY;

(F) SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT;

(G) ALL MONEY;

(H) ALL SECURITIES ACCOUNTS;
(I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER;
(J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;
(K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS;
(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
(M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INSTRUMENTS;
(N) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;
(O) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND
(P) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING; PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (P), (I) THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY, AND (II) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY AS OF SUCH DATE AND THEREAFTER.
NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.
AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:

(A) CHATTEL PAPER;
(B) DOCUMENT OF TITLE;
(C) FIXTURES;
(D) GOODS;
(E) INSTRUMENTS;
(F) INTANGIBLES;
(G) INVESTMENT PROPERTY;
(H) MONEY;
(I) PROCEEDS;
(J) SECURITIES ACCOUNTS; AND
(K) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

(A) CERTIFICATE OF TITLE;

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(B) COMMERCIAL TORT CLAIM;
(C) COMMODITY ACCOUNT;
(D) LETTER-OF-CREDIT RIGHTS; AND
(E) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED ON OR ABOUT MAY 26, 2017, AS AMENDED PURSUANT TO THAT CERTAIN LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT DATED ON OR ABOUT OCTOBER 3, 2018, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUIPMENT" MEANS ALL GOODS OWNED BY THE DEBTOR WHICH CONSTITUTE MACHINERY, "EQUIPMENT" (AS DEFINED IN THE PPSA) AND OTHER AND SIMILAR GOODS USED IN THE BUSINESS OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS OF THE DEBTOR.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED U.S.\$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME

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(WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT;

(D) ANY FIXTURES;

(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY AFFORDED THEREBY;

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S. \$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS);
(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);
(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE

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DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);
(P) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO

CERTIFICATES OF TITLE;

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND

(R) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP. "GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION

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LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, MOBILE HOMES, DESIGNATED MANUFACTURED HOMES, AIRPLANES OR AIRCRAFT, BOATS, OUTBOARD MOTORS FOR BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER MOTOR VEHICLES AND SERIAL NUMBER GOODS, WHETHER OR NOT COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE, AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

Registering

Party: MCMILLAN LLP

BOX 11117,1500 1055 W. GEORGIA
VANCOUVER BC V6E 4N7

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

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----- P A R T I A L D I S C H A R G E -----

Reg. #: 140448L Reg. Date: NOV 07, 2018

Reg. Time: 14:00:33

Control #: D5668762

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 030788K Base Reg. Date: MAY 26, 2017

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 2T9NSY3P65E165007 2005 HYDRA RIG 840K SCFH 15K P

** DELETED **

+++ TR 2T9NSY3P65E165004 2005 HYDRA RIG 840K SCFH 15K P

** DELETED **

+++ TR 2T9NSY3P45E165023 2005 HYDRA RIG 840K SCFH 15K P

Registering

Party: MCMILLAN LLP

BOX 11117,1500 1055 W. GEORGIA

VANCOUVER BC V6E 4N7

----- P A R T I A L D I S C H A R G E -----

Reg. #: 286753L Reg. Date: JAN 28, 2019

Reg. Time: 15:21:43

Control #: D5806245

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 030788K Base Reg. Date: MAY 26, 2017

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR HM004 1987 CFM BUILT UTILITY FLAT

** DELETED **

+++ TR CFM12 1984 CFM BUILT UTILITY FLAT

** DELETED **

+++ TR CFM11001(7973) 1980 SLURRY BUILT BM-100 SKID

** DELETED **

+++ TR 9348 1980 COLUMBIA DBL DROP TANDEM

** DELETED **

+++ TR 9088651 1983 NOWSCO BUILT PSV P601

** DELETED **
 +++ MV 80207 2006 TOYOTA 7FGU25 FORKLIFT
 ** DELETED **
 +++ MV 70516 2006 TOYOTA 7FGU30 FORKLIFT
 ** DELETED **
 +++ MV 70507 2006 TOYOTA 7FGU30 FORKLIFT
 ** DELETED **
 +++ MV 70477 2006 TOYOTA 7FGU30 FORKLIFT
 ** DELETED **
 +++ MV 67679 2005 TOYOTA 7FGU30 FORKLIFT
 ** DELETED **
 +++ MV 65784 2004 TOYOTA SFGU30 FORKLIFT
 ** DELETED **
 +++ MV 62857 2007 TOYOTA 7FGU35 FORKLIFT

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ MV	62826	1997	TOYOTA 42-6-FGU25 FORKLIF	
** DELETED **				
+++ MV	61434	2005	TOYOTA 7FGU35 FORKLIFT	
** DELETED **				
+++ TR	5M3BE1229D1055870	2013	MIRAGE MXL712TA2 BLOWER	
** DELETED **				
+++ MV	5KKUALBG5CPBM8104	2012	WESTERN STAR 4900 XTG-40	
** DELETED **				
+++ MV	5KKPALBGXBAX2214	2011	WESTERN STAR 4900 TRIAXLE	
** DELETED **				
+++ MV	5KKPALBG1BPAX2215	1993	WESTERN STAR WB123086S	
** DELETED **				
+++ MV	5KJRALBGXCPBE2305	2012	WESTERN STAR 4900SA TRI D	
** DELETED **				
+++ MV	5KJRALBGXBPBE2092	2011	WESTERN STAR 4900 TRACTOR	
** DELETED **				
+++ MV	5KJRALBG9CPBE2103	2012	WESTERN STAR 4900SA TRI D	
** DELETED **				
+++ MV	5KJRALBG9CPBE2098	2012	WESTERN STAR 4900 TRACTOR	
** DELETED **				
+++ MV	5KJRALBG9BPAX2993	2011	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJRALBG8CPBE2304	2012	WESTERN STAR 4900 TRACTOR	
** DELETED **				
+++ MV	5KJRALBG8CPBE2299	2012	WESTERN STAR 4900 TRACTOR	
** DELETED **				
+++ MV	5KJRALBG7CPBE2102	2012	WESTERN STAR 4900SA TRI D	
** DELETED **				

+++ MV 5KJRALBG7CPBE2097 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG7BPAX2989 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJRALBG6EPFV7483 2014 WESTERN STAR 4900 CONV8X6
 ** DELETED **

+++ MV 5KJRALBG6CPBE2303 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG5CPBE2101 2012 WESTERN STAR 4900SA TRI D
 ** DELETED **

+++ MV 5KJRALBG5CPBE2096 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG5BPAX2991 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJRALBG4CPBE2316 2012 WESTERN STAR 4900 TR-16
 ** DELETED **

+++ MV 5KJRALBG4CPBE2302 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG3CPBE2100 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG3CPBE2095 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG3BPAX2990 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJRALBG2CPBE2301 2012 WESTERN STAR 4900 TRACTOR

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Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 5KJRALBG1CPBE2094 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG1BPBE2093 2011 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG0CPBE2314 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJRALBG0CPBE2300 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG0CPBE2099 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJRALBG0BPAX2994 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDRXAPAL1282 2010 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDRXAPAL1279 2010 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDRX9PAL1276 2009 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDR8APAL1281 2010 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDR4BPAW9124 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDR49PAL1242 2009 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDR3APAL1284 2010 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJJALDR2BPAW9123 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALDR29PAL1272 2009 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK97PZ24201 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK88PZ24210 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK77PZ24200 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK77PZ24195 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK76PV17797 2006 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK48PZ24222 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK48PY65298 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK47PZ24204 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK38PZ24213 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK28PZ24218 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK27PZ24203 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK19PAH2380 2009 WESTERN STAR 4900 TR-18

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 5KJJALCK18PZ24212 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK08PZ24217 2008 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK07PZ24202 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALCK07PZ24197 2007 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBGXCPBU4699 2012 WESTERN STAR 4900 TANDEM
 ** DELETED **

+++ MV 5KJJALBGXCPBU4685 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBGXCPBE2298 2012 WESTERN STAR 4900 SA TAND
 ** DELETED **

+++ MV 5KJJALBGXCPBE2270 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBGXCPBE2267 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJJALBGXBPAZ5096 2011 WESTERN STAR 4900 SA TAND
 ** DELETED **

+++ MV 5KJJALBGXBPAY9346 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **

+++ MV 5KJJALBGXBPAY7936 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **

+++ MV 5KJJALBG9CPBU4693 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG9CPBE2311 2012 WESTERN STAR 4900 TANDEM
 ** DELETED **

+++ MV 5KJJALBG9CPBE2308 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG9CPBE2292 2012 WESTERN STAR 4900 TANDEM
 ** DELETED **

+++ MV 5KJJALBG9CPBE2275 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG9CPBE2261 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG9BPAY9354 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **

+++ MV 5KJJALBG8CPBU4698 2012 WESTERN STAR 4900 TANDEM
 ** DELETED **

+++ MV 5KJJALBG8CPBU4684 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG8CPBE2297 2012 WESTERN STAR 4900 SA TAND
 ** DELETED **

+++ MV 5KJJALBG8CPBE2283 2012 WESTERN STAR 4900 SA TAND
 ** DELETED **

+++ MV 5KJJALBG8CPBE2266 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJJALBG8BPAZ6232 2011 WESTERN STAR 4900 TANDEM
 ** DELETED **

+++ MV 5KJJALBG8BPAZ6229 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG8BPAZ5095 2011 WESTERN STAR 4900 TR-18

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ MV	5KJJALBG8BPAY7935	2011	WESTERN STAR 4900	SRP2250
** DELETED **				
+++ MV	5KJJALBG7CPBU4692	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG7CPBU4689	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG7CPBU4675	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG7CPBE2310	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG7CPBE2307	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG7CPBE2291	2012	WESTERN STAR 4900	SA TAND
** DELETED **				
+++ MV	5KJJALBG7CPBE2288	2012	WESTERN STAR 4900	SA TAND
** DELETED **				
+++ MV	5KJJALBG7CPBE2260	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG6CPBU4702	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG6CPBU4697	2012	WESTERN STAR 4900	TANDEM
** DELETED **				
+++ MV	5KJJALBG6CPBU4683	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG6CPBE2279	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG6CPBE2265	2012	WESTERN STAR 4900	TRACTOR
** DELETED **				
+++ MV	5KJJALBG6BPAZ6231	2011	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG6BPAY9344	2011	WESTERN STAR 4900	SRP2250
** DELETED **				
+++ MV	5KJJALBG6BPAY7934	2011	WESTERN STAR 4900	SRP2250
** DELETED **				
+++ MV	5KJJALBG5CPBU4691	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG5CPBU4688	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG5CPBU4674	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG5CPBE2306	2012	WESTERN STAR 4900	TR-18
** DELETED **				
+++ MV	5KJJALBG5CPBE2290	2012	WESTERN STAR 4900	SA TAND
** DELETED **				
+++ MV	5KJJALBG5CPBE2273	2012	WESTERN STAR 4900	TR-18
** DELETED **				

+++ MV 5KJJALBG5BPAY9352 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **
 +++ MV 5KJJALBG5BPAY9349 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **
 +++ MV 5KJJALBG4CPBU4701 2012 WESTERN STAR 4900 TANDEM
 ** DELETED **
 +++ MV 5KJJALBG4CPBU4696 2012 WESTERN STAR 4900 TR-18

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Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ MV	5KJJALBG4CPBU4682	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG4CPBE2278	2012	WESTERN STAR 4900 SA TAND	
** DELETED **				
+++ MV	5KJJALBG4CPBE2264	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG4BPAZ6230	2011	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG4BPAY9343	2011	WESTERN STAR 4900 SRP2250	
** DELETED **				
+++ MV	5KJJALBG4BPAY7933	2011	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG3CPBU4690	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG3CPBU4687	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG3CPBE2286	2012	WESTERN STAR 4900 SA TAND	
** DELETED **				
+++ MV	5KJJALBG3CPBE2272	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG3CPBE2269	2012	WESTERN STAR 4900 TRACTOR	
** DELETED **				
+++ MV	5KJJALBG3BPAY9351	2011	WESTERN STAR 4900 SRP2250	
** DELETED **				
+++ MV	5KJJALBG3BPAY9348	2011	WESTERN STAR 4900 SRP2250	
** DELETED **				
+++ MV	5KJJALBG2CPBU4700	2012	WESTERN STAR 4900 TANDEM	
** DELETED **				
+++ MV	5KJJALBG2CPBU4695	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG2CPBU4678	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG2CPBE2280	2012	WESTERN STAR 4900 TR-18	
** DELETED **				

+++ MV 5KJJALBG2CPBE2277 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG2CPBE2263 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG2BPAY9356 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **

+++ MV 5KJJALBG2BPAY9342 2011 WESTERN STAR 4900 SRP2250
 ** DELETED **

+++ MV 5KJJALBG2BPAY7932 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG2BPAY7929 2011 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG1CPBE2271 2012 WESTERN STAR 4900 TR-18
 ** DELETED **

+++ MV 5KJJALBG1CPBE2268 2012 WESTERN STAR 4900 TRACTOR
 ** DELETED **

+++ MV 5KJJALBG1BPAZ5097 2011 WESTERN STAR 4900 SA TAND
 ** DELETED **

+++ MV 5KJJALBG1BPAY9350 2011 WESTERN STAR 4900 SRP2250

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ MV	5KJJALBG1BPAY9347	2011	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG0CPBU4694	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG0CPBU4680	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG0CPBU4677	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG0CPBE2312	2012	WESTERN STAR 4900 TANDEM	
** DELETED **				
+++ MV	5KJJALBG0CPBE2309	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG0CPBE2276	2012	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ MV	5KJJALBG0CPBE2259	2012	WESTERN STAR 4900 TANDEM	
** DELETED **				
+++ MV	5KJJALBG0BPAY9355	2011	WESTERN STAR 4900 SRP2250	
** DELETED **				
+++ MV	5KJJALBG0BPAY7931	2011	WESTERN STAR 4900 TR-18	
** DELETED **				
+++ TR	5DYAA52LXFC006766	2015	JLG INDUSTRIES UT610	
** DELETED **				

+++ TR 5DYAA52L9FC006774 2015 JLG INDUSTRIES UT610
 ** DELETED **

+++ TR 5DYAA52L9FC006760 2015 JLG INDUSTRIES UT610
 ** DELETED **

+++ TR 5DYAA52L6FC006764 2015 JLG INDUSTRIES UT610
 ** DELETED **

+++ TR 5DYAA52L3FC006771 2015 JLG INDUSTRIES UT610
 ** DELETED **

+++ TR 5DYAA52L3DC006024 2013 JLG INDUSTRIES UT610
 ** DELETED **

+++ TR 5DYAA52L0FC006775 2015 JLG INDUSTRIES UT610
 ** DELETED **

+++ TR 5DDKM402971003095 2007 RHINO T FP SPM2000 TM
 ** DELETED **

+++ TR 5DDKM402971003078 2007 RHINO Q FP SPM2000 TM
 ** DELETED **

+++ TR 5DDKM402881003378 2008 RHINO T FP SPM2000 TM
 ** DELETED **

+++ TR 5DDKM402571002557 2007 RHINO Q FP SPM2000 TM
 ** DELETED **

+++ TR 5DDKM402371003061 2007 KALYN 4 IN FIG.1002
 ** DELETED **

+++ TR 5DDKM402371002699 2007 RHINO Q FP G/D2000 TM
 ** DELETED **

+++ TR 5DDKM402281003554 2008 RHINO T FP SPM2000 TM
 ** DELETED **

+++ TR 5DDKM402171003026 2007 RHINO Q FP G/D2000 TM
 ** DELETED **

+++ TR 5DDKM362971002675 2007 KALYN BLENDER SRL-125.E
 ** DELETED **

+++ TR 5DDKM362671002987 2007 BLENDER 125-E SRL

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 5DDKE402671002631 2007 KALYN 4 IN FIG.1002
 ** DELETED **

+++ TR 58025823 1980 COMET UTILITY
 ** DELETED **

+++ TR 51994 1994 NOWSCO BUILT UTILITY
 ** DELETED **

+++ TR 50933 1978 LUFKIN HI BOY 45 FT TAND
 ** DELETED **

+++ MV 4ZD01070 1991 CATERPILLAR IT18B FORKLIF
 ** DELETED **

+++ TR 4J8B041237T008903 2007 LBT CRB-1100 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040286T004703 2006 LBT CRB-1000 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040257T003509 2007 LBT CRB-1100 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040247T003503 2007 LBT CRB-1000 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040246T004701 2006 LBT CRB-1000 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040237T003508 2007 LBT CRB-1100 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040227T003501 2007 LBT CRB-1000 BULK CEMENT
 ** DELETED **
 +++ TR 4J8B040207T003502 2007 LBT CRB-1000 BULK CEMENT
 ** DELETED **
 +++ TR 40LAB2023RP021774 2012 RAINBOW 6E235-12' UTILITY
 ** DELETED **
 +++ MV 3WKDD40X96F986912 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X96F986893 2006 KENWORTH T8 SERIES TR-14
 ** DELETED **
 +++ MV 3WKDD40X96F986604 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X76F986892 2006 KENWORTH T8 SERIES TR-14
 ** DELETED **
 +++ MV 3WKDD40X76F986603 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X46F986915 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X46F986607 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X26F986606 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X06F986605 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3WKDD40X06F986572 2006 KENWORTH T8 SERIES TR-17
 ** DELETED **
 +++ MV 3WKDD40X06F986569 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **
 +++ MV 3BKBL59X6AF943841 2010 KENWORTH DELIVERY TRUCK
 ** DELETED **
 +++ TR 2TLHB4839CB004462 2012 TREMCAR 1410 BULK TRANS

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **
 +++ TR 2TLHB4839CB004459 2012 TREMCAR 1410 TRIDEM
 ** DELETED **
 +++ TR 2TLHB4838AB003753 2010 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB4837CB004463 2012 TREMCAR 335 BULK TRANSPOR
 ** DELETED **
 +++ TR 2TLHB4837CB004461 2012 TREMCAR 1410 BULK TRANS
 ** DELETED **
 +++ TR 2TLHB4837CB004458 2012 TREMCAR 1410 TRIDEM
 ** DELETED **
 +++ TR 2TLHB4836CB004466 2012 TREMCAR 1410 TRIDEM
 ** DELETED **
 +++ TR 2TLHB4836AB003752 2010 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB4836AB003749 2010 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB4835CB004460 2012 TREMCAR 1410 TRIDEM
 ** DELETED **
 +++ TR 2TLHB4834CB004465 2012 TREMCAR 1410 BULK TRANS
 ** DELETED **
 +++ TR 2TLHB4834AB003751 2010 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB4834AB003748 2010 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB4832CB004464 2012 TREMCAR 1410 BULK TRABS
 ** DELETED **
 +++ TR 2TLHB4832AB003750 2010 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB40359B003331 2009 TREMCAR TRA/REM SRX-1800
 ** DELETED **
 +++ TR 2TLHB39366B002049 2006 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB3934B001966 2004 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB39346B002048 2006 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB39336B002087 2006 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLHB39326B002064 2006 TREMCAR SRB-1410 SAND TRI
 ** DELETED **
 +++ TR 2TLBB393X6B001962 2006 TREMCAR SRB-1100 SAND
 ** DELETED **
 +++ TR 2TLBB3939CB004573 2012 TREMCAR 1100 SAND TRANS
 ** DELETED **
 +++ TR 2TLBB3936AB003684 2010 TREMCAR TRA/REM SRB-1100
 ** DELETED **
 +++ TR 2TLBB39366B001912 2006 TREMCAR SRB-1100 SAND
 ** DELETED **
 +++ TR 2TLBB3935CB004571 2012 TREMCAR 1100 SAND TRANS
 ** DELETED **
 +++ TR 2TLBB3932AB003682 2010 TREMCAR SRB-1100 SAND
 ** DELETED **

+++ TR 2TLBB39316B001946 2006 TREMCAR SRB-1100 SAND

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 2TLBB39306B001954 2006 TREMCAR SRB-1100 SAND

** DELETED **

+++ TR 2TLBB312X6B001947 2006 TREMCAR SRB-1100 SAND

** DELETED **

+++ TR 2TLBB31296B001955 2006 TREMCAR SRB-1100 SAND

** DELETED **

+++ TR 2TLBB31256B002021 2006 TREMCAR SRB-1100 SAND

** DELETED **

+++ TR 2TLBB31246B001913 2006 TREMCAR SRB-1100 SAND

** DELETED **

+++ TR 2TLBB3029AB003683 2010 TREMCAR SRB-1100 SAND

** DELETED **

+++ TR 2TLBB3025CB004574 2012 TREMCAR 1100 SAND TRANS

** DELETED **

+++ TR 2TLBB3022AB003685 2010 TREMCAR TRA/REM SRB-1100

** DELETED **

+++ TR 2TLBB3021CB004572 2012 TREMCAR 1100 SAND TRANS

** DELETED **

+++ TR 2T9SASVCXBD016792 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVCXBD016789 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC9BD016783 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC8BD016791 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC8BD016788 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC7CD016962 2012 TYCROP BHI-FC-0003-9109

** DELETED **

+++ TR 2T9SASVC7BD016782 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC7BD016779 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC6CD016936 2012 TYCROP BHI-FC-0003-9109

** DELETED **

+++ TR 2T9SASVC6BD016790 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC6BD016787 2011 STEWART SRP-2250 FRAC PUM

** DELETED **

+++ TR 2T9SASVC5CD016961 2012 TYCROP BHI-FC-0003-9109
 ** DELETED **
 +++ TR 2T9SASVC5BD016781 2011 STEWART SRP-2250 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASVC4CD016935 2012 TYCROP BHI-FC-0003-9109
 ** DELETED **
 +++ TR 2T9SASVC4BD016786 2011 STEWART SRP-2250 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASVC3CD016909 2012 TYCROP CRP-475 CEMENTER
 ** DELETED **
 +++ TR 2T9SASVC3BD016780 2011 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASVC2BD016785 2011 STEWART SRP-2250 FRAC PUM

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **
 +++ TR 2T9SASVC1CD016908 2012 TYCROP BHI-FC CRP-475
 ** DELETED **
 +++ TR 2T9SASVC1BD016793 2011 STEWART SRP-2250 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASVC0BD016784 2011 STEWART SRP-2250 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUCXDD016277 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUCXCD016990 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUCXCD016973 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUCXCD016956 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUCXCD016083 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC9CD016124 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC9CD016088 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC8DD016178 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC8CD016955 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC8CD016034 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC7DD016303 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC7DD016253 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC7DD016222 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC7CD016056 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC6DD016227 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC6DD016194 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC6DD016177 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC6CD016968 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC6CD016033 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC6CD016002 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC5DD016302 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC5DD016252 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC5CD016976 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC5CD016959 2012 STEWART SRP-2500 FRAC PUM

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 2T9SASUC5CD016055 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4DD016226 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4DD016193 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4DD016176 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4CD016967 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4CD016953 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4CD016127 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4CD016032 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASUC4CD016029 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC4CD016001 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC3DD016265 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC3DD016251 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC3CD016975 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC2DD016192 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC2CD016997 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC2CD016126 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC1DD016278 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC1CD016991 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC1CD016974 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC1CD016960 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC1CD016957 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC1CD016084 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC0DD016191 2013 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUC0CD016996 2012 STEWART SRP-2500 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASUB77D016135 2007 TYCROP TRA/REM SRF-114.3
 ** DELETED **
 +++ TR 2T9SASTCXBD016746 2011 STEWART SRP-2250.5 FRAC
 ** DELETED **
 +++ TR 2T9SASTCXBD016696 2011 STEWART SRP-2250.5 FRAC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 2T9SASTCX9D016479 2009 STEWART SRP-2250.4 FRAC
 ** DELETED **

+++ TR 2T9SASTC9BD016768 2011 STEWART SRP-2500 FRAC PUM
 ** DELETED **

+++ TR 2T9SASTC8BD016745 2011 STEWART SRP-2250.5 FRAC
 ** DELETED **
 +++ TR 2T9SASTC8BD016695 2011 STEWART SRP-2250.5 FRAC
 ** DELETED **
 +++ TR 2T9SASTC8AD016498 2010 STEWART SRP-2250.6 FRAC
 ** DELETED **
 +++ TR 2T9SASTC7BD016767 2011 STEWART SRP-2250 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASTC7AD016492 2010 STEWART SRP-2250.6 FRAC
 ** DELETED **
 +++ TR 2T9SASTC6AD016497 2010 STEWART SRP-2250.6 FRAC
 ** DELETED **
 +++ TR 2T9SASTC5BD016766 2011 STEWART SRP-2250 FRAC PUM
 ** DELETED **
 +++ TR 2T9SASTC5AD016491 2010 STEWART SRP-2250.6 FRAC
 ** DELETED **
 +++ TR 2T9SASTC59D016485 2009 STEWART SRP-2250.6 FRAC
 ** DELETED **
 +++ TR 2T9SASTC3BD016765 2011 STEWART SRP-2250.5 FRAC
 ** DELETED **
 +++ TR 2T9SASTC3BD016698 2011 STEWART SRP-2250.5 FRAC
 ** DELETED **
 +++ TR 2T9SASSB17D016117 2007 TYCROP NRP12000 CRT-1500
 ** DELETED **
 +++ TR 2T9SASRBXCD016889 2012 TYCROP CHASSIS SRL-70
 ** DELETED **
 +++ TR 2T9SASRB8CD016888 2012 TYCROP BJS10442523 SRL
 ** DELETED **
 +++ TR 2T9SASRB6CD016890 2012 TYCROP CHASSIS SRL-70
 ** DELETED **
 +++ TR 2T9SASRB6CD016887 2012 TYCROP SRL-70.2 HYDRA
 ** DELETED **
 +++ TR 2T9SA0SB07D016116 2007 TYCROP CRT-1500.1 TWIN
 ** DELETED **
 +++ TR 2T9SAAVC4ED016432 2014 PROPELL UNIT ASSY CEMENT
 ** DELETED **
 +++ TR 2T9NSZ3P8BE165009 2011 HYDRA RIG 1M TRAILER NITR
 ** DELETED **
 +++ TR 2T9NSZ3P6BE165008 2011 HYDRA RIG PUMPER N2
 ** DELETED **
 +++ TR 2T9NSZ3P4BE165007 2011 HYDRA RIG 1M TRAILER NITR
 ** DELETED **
 +++ TR 2T9NSZ3P2BE165006 2011 HYDRA RIG 1M NITROGEN PUM
 ** DELETED **
 +++ TR 2T9NSY3PX6E165027 2006 HYDRA RIG NS271 NRP-14000
 ** DELETED **
 +++ TR 2T9NSY3PX5E165026 2005 HYDRA RIG 840K SCFH 15K
 ** DELETED **
 +++ TR 2T9NSY3P86E165026 2006 HYDRA RIG NRP12000

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 2T9NSY3P85E165025 2005 HYDRA RIG N2 PUMPER

** DELETED **

+++ TR 2T9NSY3P66E165025 2006 HYDRA RIG NRP12000

** DELETED **

+++ TR 2T9NSY3P65E165024 2005 HYDRA RIG 840K NRP-14000

** DELETED **

+++ TR 2T9HB41309D000149 2009 TREMCAR SRB-1410 SAND TRI

** DELETED **

+++ TR 2S9DA53587M115856 2007 STARGATE SRB-1400 SAND

** DELETED **

+++ TR 2S9DA53567M115855 2007 STARGATE SRB-1400 SAND

** DELETED **

+++ TR 2S9DA53527M115853 2007 STARGATE SRB-1400 SAND

** DELETED **

+++ TR 2RGBE1223B1001170 2011 RAINBOW 12 FT FLAT DECK

** DELETED **

+++ TR 2PLG04128BC11752 2008 PEERLESS CH-41-2A SRF

** DELETED **

+++ TR 2PLC042397BH13177 2007 PEERLESS CH-42-BA SRA-5

** DELETED **

+++ TR 2PLC042377BH13176 2007 PEERLESS CH-42-BA SRA-5

** DELETED **

+++ TR 2PLC042375BM12112 2005 PEERLESS CH-42-3A SRL

** DELETED **

+++ TR 2PLC042367BK13183 2007 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042367BJ13181 2007 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042347GJ13179 2007 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042347BK13182 2007 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042347BJ13180 2007 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042346BA12755 2006 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042326BB12756 2006 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042326BA12754 2006 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC042307BH13178 2007 PEERLESS CH-42-3A SRA-5

** DELETED **

+++ TR 2PLC0422X5GE11889 2005 PEERLESS CH-39-2A SRA-5

** DELETED **

+++ TR 2PLC0422X2BH10790 2002 PEERLESS CH-42-2A SRA-5

** DELETED **

+++ TR 2PLC042246BM12738 2006 PEERLESS CH-42-2A SRZ-70
 ** DELETED **
 +++ TR 2PLC042242BH10767 2002 PEERLESS CH-42-2A SRA-5
 ** DELETED **
 +++ TR 2PLC0413X7BH13156 2007 STEWART SRP-2250.2 FRAC
 ** DELETED **
 +++ TR 2PLC0413X70L13152 2007 STEWART SRP-2250.2 FRAC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ TR	2PLC041377BJ13157	2007	STEWART SRP-2250.2 FRAC	
** DELETED **				
+++ TR	2PLC041337BL13145	2007	STEWART SRP-2250.3 FRAC	
** DELETED **				
+++ TR	2PLC041299BG14127	2009	PEERLESS CH-41-2A SRL	
** DELETED **				
+++ TR	2PLC04126BJ12535	2006	TYCROP CHASSIS CH-41-2A	
** DELETED **				
+++ TR	2PLC041246BJ12537	2006	PEERLESS CH-41-2A SRF	
** DELETED **				
+++ TR	2PLC041236BB12757	2006	PEERLESS CH-41-2A SRF	
** DELETED **				
+++ TR	2PLC041226BJ12536	2006	TYCROP CHASSIS CH-41-2A	
** DELETED **				
+++ TR	2PLC041225BM12110	2005	PEERLESS CH-41-2A SRF	
** DELETED **				
+++ TR	2PLC040395BM12117	2005	STEWART SRP-2250.2 FRAC	
** DELETED **				
+++ TR	2PLC040277BM13077	2007	PEERLESS CRT-1500.2 TWIN	
** DELETED **				
+++ TR	2PLC040257BM13076	2007	PEERLESS CRT-1500.2 TWIN	
** DELETED **				
+++ TR	2PLC040207GJ13075	2007	PEERLESS CRT-1500.1 TWIN	
** DELETED **				
+++ TR	2PLC040206BA12584	2006	PEERLESS CRT-1500	
** DELETED **				
+++ TR	2PLC038287BD12860	2007	PEERLESS CH-38-2A CRM-100	
** DELETED **				
+++ TR	2PLC038257BC12859	2007	PEERLESS CH-38-2A CRM-100	
** DELETED **				
+++ TR	2PLC03527VBJ84920	1997	PEERLESS CH-40-8-A SRL	
** DELETED **				
+++ MV	2NPRLZ9X87M730988	2007	PETERBILT 340 FRAC VAN	
** DELETED **				

+++ MV 2NPNHZ6X67M731156 2007 PETERBILT 330 FLUID VAN
 ** DELETED **

+++ MV 2NPLHZ7X87M669152 2007 PETERBILT 335 MAINT TRUCK
 ** DELETED **

+++ MV 2NPLHN7X78M750590 2008 PETERBILT 335 MAINT TRUCK
 ** DELETED **

+++ MV 2NP3LN9X9DM185829 2013 PETERBILT 348 UNIT ASSY
 ** DELETED **

+++ MV 2NP3LN9X9DM172207 2013 PETERBILT 348 UNIT ASSY
 ** DELETED **

+++ MV 2NP3LN9X8CM137396 2012 PETERBILT 348 STAKEBED
 ** DELETED **

+++ MV 2NP3LN9X3DM185812 2013 PETERBILT 348 METERING
 ** DELETED **

+++ MV 2NP3LN9X3BM116857 2011 PETERBILT 348 STAKEBED
 ** DELETED **

+++ MV 2NP3LN9X0DM185816 2013 PETERBILT 348 STAKEBED
 ** DELETED **

+++ MV 2NP2HN7X9DM185846 2013 PETERBILT 337 MAINT TRUCK

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ MV	2NP2HN7X8CM137981	2012	PETERBILT 337 MAINT TRUCK	
** DELETED **				
+++ MV	2NP2HN7X8CM137950	2012	PETERBILT 337 MAINT TRUCK	
** DELETED **				
+++ MV	2NP2HN7X3CM137953	2011	MAINT TRUCK PB 2011 11/11	
** DELETED **				
+++ MV	2NP2HN7X2CM137944	2012	PETERBILT 337 TRUCK CONV	
** DELETED **				
+++ MV	2NP2HN7X1DM172198	2013	PETERBILT 337 MAINT TRUCK	
** DELETED **				
+++ TR	2N9N2403XCE065389	2012	STELLAR CHASSIS N2 PUMP	
** DELETED **				
+++ TR	2K9S23277Y1061027	2000	SKYREACH S718T UTILITY	
** DELETED **				
+++ TR	2JADE7723B1001905	2011	CJAY CJ12K CEMENT	
** DELETED **				
+++ TR	2JADE7722B1001930	2011	CJAY CJ12K CEMENT	
** DELETED **				
+++ TR	2H8P05322BT010301	2011	FRUEHAUF HI-BOY 45 FT TAN	
** DELETED **				
+++ MV	2FZACHDC67AY55317	2007	STERLING ACTERRA TRUCK	
** DELETED **				

+++ MV 2FZACHDC57AY20204 2007 STERLING ACTERRA TRUCK
 ** DELETED **

+++ MV 2FZACHDC37AY20203 2007 STERLING ACTERRA TRUCK
 ** DELETED **

+++ MV 2FZACHDC17AY20202 2007 STERLING ACTERRA TRUCK
 ** DELETED **

+++ MV 2C9T2CFA063161307 2006 COURTNEY BERG XRG-10
 ** DELETED **

+++ TR 2C91356E1B1086271 2011 CANCADE SAND SILO TRANS
 ** DELETED **

+++ TR 2ATA0615XAM106959 2010 FRUEHAUF CRT-985 BULK CEM
 ** DELETED **

+++ TR 2AT5022805U101181 2005 ECOSSE WELDING SRU-1.1
 ** DELETED **

+++ TR 2A9PF3534WN125305 1998 ASPEN SD-35-3 SGL DROP
 ** DELETED **

+++ TR 2A9PF3532WN125304 1998 ASPEN SD-35-3 SGL DROP
 ** DELETED **

+++ TR 2A9PF303XTN125165 1996 ASPEN SD-30-2 SGL DROP
 ** DELETED **

+++ TR 2A9PF302XWS037021 1998 ASPEN SD-30-2 CRB-50 CEM
 ** DELETED **

+++ MV 2861611832 1996 SELICK SD-80 FORKLIFT
 ** DELETED **

+++ TR 2806106123 2010 CONVEY-ALL SK4002 SAND
 ** DELETED **

+++ TR 2511106185 2012 SAND KING SK4002
 ** DELETED **

+++ TR 2511106184 2012 SAND KING SK4002
 ** DELETED **

+++ TR 2511106183 2012 SAND KING SK4002

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 2511106182 2010 SAND KING SK4002
 ** DELETED **

+++ TR 2209086060 2009 SAND KING 4002 SRB-4000
 ** DELETED **

+++ TR 2209086059 2008 SAND KING 4002 SRB-4000
 ** DELETED **

+++ TR 1Z9SD4528C0058386 2012 OVERBILT N2 PUMPER
 ** DELETED **

+++ TR 1Z9SD4526CO058385 2012 OVERBILT N2 PUMPER
 ** DELETED **

+++ TR 1Z9SD4526C00585418 2012 OVERBILT N2 PUMPER
 ** DELETED **
 +++ TR 1Z9SD4524CO058384 2012 OVERBILT N2 UNIT, TM PUMP
 ** DELETED **
 +++ TR 1Z9SD4520C0058382 2012 OVERBILT HYDRA RIG N2 PUM
 ** DELETED **
 +++ TR 1Z9FF2128CH368027 2012 OILFIELD REPAIR BOOST
 ** DELETED **
 +++ TR 1Z9FF2124FH368031 2015 OILFIELD REPAIR BOOST
 ** DELETED **
 +++ TR 1Z9FF2122FH368030 2015 OILFIELD REPAIR BOOST
 ** DELETED **
 +++ TR 1Z9FF2121CH368015 2012 OILFIELD REPAIR BOOST
 ** DELETED **
 +++ TR 1Z9FF2120CH368023 2012 OILFIELD REPAIR BOOST
 ** DELETED **
 +++ MV 1XPTD49XXDD166161 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49XXBD123131 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49XX8D739890 2008 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49XX8D656346 2008 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X9ED188606 2014 PETERBILT 367 CLASS 8
 ** DELETED **
 +++ MV 1XPTD49X9ED188587 2014 PETERBILT 367 CLASS 8
 ** DELETED **
 +++ MV 1XPTD49X9DD166247 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X99D773451 2009 PETERBILT 367 TRACTOR UNI
 ** DELETED **
 +++ MV 1XPTD49X8BD123130 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X7DD166389 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X7DD166327 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X7CD137442 2012 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X7BD123166 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X6DD166108 2013 PETERBILT 367 TRACTOR HYD

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **
 +++ MV 1XPTD49X68D740048 2008 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X5DD166150 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X5BD123151 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X5BD117009 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X4DD166480 2013 PTRB 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X4CD155140 2012 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X4BD116997 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X49D773373 2009 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X3CD137583 2012 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X3CD137535 2012 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X3BD117090 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X38D739956 2008 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X2DD166431 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X29D788910 2009 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X28D739947 2008 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X1ED188566 2014 PETERBILT 367 CLASS 8
 ** DELETED **
 +++ MV 1XPTD49X1DD183298 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X1DD163312 2013 PETERBILT 367 TRACTOR UNI
 ** DELETED **
 +++ MV 1XPTD49X1CD137582 2012 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X1BD117086 2011 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X19S773413 2009 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X0FD188639 2015 PETERBILT 367 CLASS 8
 ** DELETED **
 +++ MV 1XPTD49X0ED188588 2014 PETERBILT 367 CLASS 8
 ** DELETED **
 +++ MV 1XPTD49X0DD188542 2013 PETERBILT 367 CLASS 8
 ** DELETED **
 +++ MV 1XPTD49X0DD166430 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **
 +++ MV 1XPTD49X0DD166105 2013 PETERBILT 367 TRACTOR HYD
 ** DELETED **

+++ MV 1XPTD49X0CD137766 2012 PETERBILT 367 TRACTOR HYD

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 1XPFP4TX84D815954 2004 PETERBILT 378 TRACTOR CON

** DELETED **

+++ MV 1XPFD49XX6D884213 2006 PETERBILT 378 TRACTOR HYD

** DELETED **

+++ MV 1XPFD49X67D656288 2007 PETERBILT 378 TRACTOR HYD

** DELETED **

+++ MV 1XPFD49X57D656363 2007 PETERBILT 378 TRACTOR HYD

** DELETED **

+++ MV 1XPFD49X27D656367 2007 PETERBILT 378 TRACTOR HYD

** DELETED **

+++ MV 1XPFD49X05D884171 2005 PETERBILT 378 TRACTOR HYD

** DELETED **

+++ MV 1XPAD4TX56D898751 2006 PETERBILT 357 TRACTOR CON

** DELETED **

+++ MV 1XP5DR9X9XD461116 1999 PETERBILT 379 TRACTOR UNI

** DELETED **

+++ MV 1XP5DR9X7XD461132 1999 PETERBILT 379 TRACTOR HYD

** DELETED **

+++ MV 1XP5DR9X5VD438252 1997 PETERBILT 379 TRACTOR HYD

** DELETED **

+++ MV 1XKDD40XX6J992178 2006 KENWORTH T8 SERIES TR-17

** DELETED **

+++ MV 1XKDD40X97R932265 2007 KENWORTH T8 SERIES TR-17

** DELETED **

+++ MV 1XKDD40X86J992177 2006 KENWORTH T8 SERIES TR-17

** DELETED **

+++ MV 1XKDD40X77R932250 2007 KENWORTH T8 SERIES TR-17

** DELETED **

+++ MV 1XKDD40X66J992176 2006 KENWORTH T8 SERIES TR-17

** DELETED **

+++ MV 1XKDD40X45R979796 2005 KENWORTH T8 SERIES TR-16

** DELETED **

+++ MV 1XKDD40X25R979800 2005 KENWORTH T8 SERIES TR-16

** DELETED **

+++ MV 1XKDD40X15R979786 2005 KENWORTH T8 SERIES TR-16

** DELETED **

+++ MV 1XKDD00XX7R997523 2007 KENWORTH T8 SERIES TR-16

** DELETED **

+++ MV 1XKDD00XX7R995920 2007 KENWORTH T8 SERIES TR-16

** DELETED **

+++ MV 1XKDD00X56R987531 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X97R997528 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X97R995911 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X97R995908 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X97R995892 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X97R994371 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X97R992698 2007 KENWORTH T8 SERIES TR-16

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 1XKDD00X87R997522 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X87R995902 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X87R995897 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X87R995883 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X87R992966 2007 KENWORTH T8 SERIES TR-18
 ** DELETED **

+++ MV 1XKDD00X77R995924 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X77R995910 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X77R994370 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X76R992682 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X76R992679 2006 KENWORTH T8 SERIES TR-19
 ** DELETED **

+++ MV 1XKDD00X76R987532 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X67R997535 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X67R992965 2007 KENWORTH T8 SERIES TR-18
 ** DELETED **

+++ MV 1XKDD00X66R992690 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X57R995923 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X57R995906 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X56R992681 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X56R987531 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X47R997520 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X47R995900 2007 KENWORTH T8 SERIES TR-19
 ** DELETED **

+++ MV 1XKDD00X47R995895 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X37R996097 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X37R995919 2007 KENWORTH T8 SERIES TR-19
 ** DELETED **

+++ MV 1XKDD00X37R995886 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X27R997533 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X27R995913 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X27R995894 2007 KENWORTH T8 SERIES TR-16

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 1XKDD00X27R995880 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X17R997524 2007 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ MV 1XKDD00X17R995918 2007 KENWORTH T8 SERIES TR-19
 ** DELETED **

+++ MV 1XKDD00X17R995899 2007 KENWORTH T8 SERIES TR-19
 ** DELETED **

+++ MV 1XKDD00X06R990868 2006 KENWORTH T8 SERIES TR-16
 ** DELETED **

+++ TR 1X9SD4522C0058383 2012 OVERBILT HRS-10038 FP NIT
 ** DELETED **

+++ TR 1W9UC4828BL216009 2011 WORLEY WELDING FMCC 4 MAN
 ** DELETED **

+++ TR 1W9UC4825BL216002 2011 WORLEY WELDING 41502 MFLD
 ** DELETED **

+++ TR 1W9UC48197L216003 2007 WORLEY WELDING TRL MANIFO
 ** DELETED **

+++ TR 1W9TC3924EM257563 2014 WILCO UNIT ASSY, 100 BBL
 ** DELETED **

+++ TR 1T9SS5614FR719783 2015 TROXELL-VIKING SINGLE COM
 ** DELETED **

+++ TR 1T9SS5612FR719782 2015 TROXELL-VIKING SINGLE COM
 ** DELETED **

+++ TR 1T9SS5612FR719667 2015 TROXELL-VIKING PORT-A-BUL
 ** DELETED **

+++ TR 1T9SS5610FR719781 2015 TROXELL-VIKING PORT-A-BUL
 ** DELETED **

+++ TR 1T9SS5610FR719666 2015 TROXELL-VIKING PORT-A-BUL
 ** DELETED **

+++ TR 1S9AL14C86H474320 2006 STEPHENS P-36-1100 SRB
 ** DELETED **

+++ TR 1S9AL14C26H474247 2006 STEPHENS SRB-1100 SAND
 ** DELETED **

+++ TR 1S9AL14B56H474248 2006 STEPHENS SRB-1100 SAND
 ** DELETED **

+++ TR 1S9AL14B06H474321 2006 STEPHENS SRB-1100 SAND
 ** DELETED **

+++ TR 1PMS34331C1039557 2012 POLAR SK-4000 CHEMICAL
 ** DELETED **

+++ TR 1P9CP442XCB343456 2012 PRATT DF44 TRT 1330 PUMP
 ** DELETED **

+++ TR 1P9CP4427CB343091 2012 PRATT DF44 TRT 1330 DUAL
 ** DELETED **

+++ TR 1P9CP4426CB343177 2012 PRATT DF442 TRT-1330 COIL
 ** DELETED **

+++ TR 1P9CP4327CB343772 2012 KALYN SIEBERT UNIT ASSY
 ** DELETED **

+++ TR 1P9CP4324EB343392 2014 DOTF DPHU 100 UNIT ASSY
 ** DELETED **

+++ TR 1P9CP412XDB343012 2013 RHINO T/SUREFIRE HYBRID
 ** DELETED **

+++ TR 1P9CP412XCB343669 2012 RHINO TC 50-X 2000 GD

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 1P9CP412XCB343008 2012 RHINO T FRAC PUMP
 ** DELETED **

+++ TR 1P9CP4120BB343713 2011 RHINO T FRAC PUMP
 ** DELETED **

+++ TR 1P9CP4129BB343112 2011 RHINO
 ** DELETED **
 +++ TR 1P9CP4128CB343119 2012 RHINO T FRAC PUMP
 ** DELETED **
 +++ TR 1P9CP4127CB343676 2012 RHINO T FP SPM2500 TM
 ** DELETED **
 +++ TR 1P9CP4127AB343187 2010 RHINO T FP FMC2000 TM
 ** DELETED **
 +++ TR 1P9CP4126AB343195 2010 RHINO T FP FMC2000 TM
 ** DELETED **
 +++ TR 1P9CP4124DB343006 2013 RHINO T/SUREFIRE HYBRID
 ** DELETED **
 +++ TR 1P9CP4124CB343098 2012 RHINO TC 50-X 2000 GD
 ** DELETED **
 +++ TR 1P9CP4123CB343710 2012 RHINO FRAC PUMP
 ** DELETED **
 +++ TR 1P9CP4123BB343706 2011 RHINO T FRAC PUMP
 ** DELETED **
 +++ TR 1P9CP4122BB343155 2011 RHINO T G/D
 ** DELETED **
 +++ TR 1P9CP4121DB343240 2013 RHINO SUREFIRE HYBRID
 ** DELETED **
 +++ TR 1P9CP4121CB343656 2012 RHINO T FRAC PUMP
 ** DELETED **
 +++ TR 1P9CP4120BB343713 2011 RHINO T FRAC PUMP
 ** DELETED **
 +++ TR 1P9CP4120BB343154 2011 RHINO T FP G/D2000 TM
 ** DELETED **
 +++ TR 1P9CP4120AB343175 2010 RHINO T FP FMC2000 TM
 ** DELETED **
 +++ TR 1P9CP40299B343060 2009 RHINO T FP FMC2000 TM
 ** DELETED **
 +++ TR 1P9CP40268B343595 2008 PRATT 6F402-BA8CFS555 CHE
 ** DELETED **
 +++ TR 1P9CP4023AB343236 2010 PRATT CEMENT PUMP MCP2000
 ** DELETED **
 +++ TR 1P9CP40239B343099 2009 PRATT BLENDER 125 E EXT
 ** DELETED **
 +++ TR 1P9CP4021CB343447 2012 PRATT DF40 125 EX BLENDER
 ** DELETED **
 +++ MV 1NPAL49X96D896909 2006 PETERBILT 357 LINE TRUCK
 ** DELETED **
 +++ MV 1NP6XR0X22D611787 2002 PETERBILT 362 LINE TRUCK
 ** DELETED **
 +++ MV 1NKDLR9X12R965363 2002 KENWORTH T8 SERIES CEMENT
 ** DELETED **
 +++ MV 1NKDLR0X71R963466 2001 KENWORTH T8 SERIES STP430
 ** DELETED **
 +++ MV 1NKDLR0X62R965887 2002 KENWORTH T8 SERIES XTG-10

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 1NKDLR0X01R963468 2001 KENWORTH T8 SERIES STP430

** DELETED **

+++ MV 1NKDL40X96R987536 2006 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ MV 1NKDL40X85R976493 2005 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ MV 1NKDL40X76R987535 2006 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ TR 1NKDL40X57R995991 2007 KENWORTH T800 STL-70.4

** DELETED **

+++ MV 1NKDL40X57R995988 2007 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ MV 1NKDL40X26R987538 2006 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ MV 1NKDL40X25R979759 2005 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ MV 1NKDL40X06R987537 2006 KENWORTH T8 SERIES XTG-10

** DELETED **

+++ MV 1NKCL40X97R995861 2007 KENWORTH C5 SERIES STP430

** DELETED **

+++ MV 1NKCL40X97R995844 2007 KENWORTH C5 SERIES STP430

** DELETED **

+++ MV 1NKCL40X97R932534 2007 KENWORTH C5 SERIES XTG-10

** DELETED **

+++ MV 1NKCL40X87R932539 2007 KENWORTH C5 SERIES STV

** DELETED **

+++ TR 1NKCL40X86R987684 2006 KENWORTH C5 SERIES CTP450

** DELETED **

+++ MV 1NKCL40X77R995860 2007 KENWORTH C5 SERIES STP430

** DELETED **

+++ MV 1NKCL40X77R932533 2007 KENWORTH C5 SERIES STC

** DELETED **

+++ MV 1NKCL40X67R932538 2007 KENWORTH C5 SERIES STC

** DELETED **

+++ TR 1NKCL40X57R995856 2007 KENWORTH C5 SERIES CTP475

** DELETED **

+++ MV 1NKCL40X57R932532 2007 KENWORTH C5 SERIES STE

** DELETED **

+++ MV 1NKCL40X57R932529 2007 KENWORTH C5 SERIES XTG-10

** DELETED **

+++ MV 1NKCL40X47R932540 2007 KENWORTH C5 SERIES STV

** DELETED **

+++ MV 1NKCL40X47R932537 2007 KENWORTH C5 SERIES STP430

** DELETED **

+++ MV 1NKCL40X37R932531 2007 KENWORTH C5 SERIES HYDRA

** DELETED **

+++ TR 1NKCL40X27R995846 2007 KENWORTH C5 SERIES CTP475
 ** DELETED **
 +++ MV 1NKCL40X27R932536 2007 KENWORTH C5 SERIES STP430
 ** DELETED **
 +++ MV 1NKCL40X17R932530 2007 KENWORTH C5 SERIES HYDRA
 ** DELETED **
 +++ MV 1NKCL40X07R932535 2007 KENWORTH C5 SERIES STC

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
** DELETED **				
+++ TR	1M91P5220CA211755	2012	SPM 10 STATION MANIFOLD	
** DELETED **				
+++ TR	1JG53375VL404046	1997	WABASH STPDK SGL DROP	
** DELETED **				
+++ MV	1HTSCAAM3TH352294	1996	INTERNATIONAL 4700 FRAC	
** DELETED **				
+++ MV	1GDE5E3266F415441	2006	GMC C5 4X4 STE3 FRAC VAN	
** DELETED **				
+++ MV	1GDE5E3266F415262	2006	GMC C5500 4X4 FRAC VAN	
** DELETED **				
+++ MV	1GDE5E3266F400888	2006	GMC C-5500 STP-1 TRUCK	
** DELETED **				
+++ MV	1GDE5E3226F414920	2006	GMC C5 STE-3 FRAC VAN	
** DELETED **				
+++ MV	1FVHCYCY6EHFP0577	2014	FREIGHTLINER M2 BUS 26	
** DELETED **				
+++ MV	1FVHCYBS2DHFH5637	2013	FREIGHTLINER M2 BUS 26	
** DELETED **				
+++ TR	1C9SC532XBM811000	2011	CVA-23.5K-35-TR-D-HY	
** DELETED **				
+++ TR	1C9SC5329BM810999	2011	CVA-23.5K-35-TR-D-HY	
** DELETED **				
+++ TR	1C9SC53236M810373	2006	CVA-16.7 K-60-TR-D-H	
** DELETED **				
+++ TR	1C9SC53236M810356	2006	CVA-16.7 K-60-TR-D-H	
** DELETED **				
+++ TR	1C9SC443XBM810995	2011	CVA-9.4K-90-TR-P-TRI-MW	
** DELETED **				
+++ TR	1C9SC4431BM810996	2011	CVA-9.4K-90-TR-P-TRI-MW	
** DELETED **				
+++ TR	1C9SC433X5M810131	2005	CVA-9.4K-90-TR-P-TRI	
** DELETED **				
+++ TR	1C9SC43385M810211	2005	CVA-9.4K-90-TR-P-TRI	
** DELETED **				

+++ TR 1C9SC43376M810346 2006 CVA-9.4 K-90-TR-P-M/
 ** DELETED **

+++ TR 1C9SC43356M810345 2006 CVA-9.4 K-90-TR-P-M/
 ** DELETED **

+++ TR 1C9SC43356M810300 2006 CVA-9.4 K-90-TR-P-M/
 ** DELETED **

+++ TR 1C9SC43346M810367 2006 CVA-9.4 K-90-TR-P-M/
 ** DELETED **

+++ TR 1C9SC43346M810241 2006 CVA-9.4K-90-TR-P-TRI
 ** DELETED **

+++ TR 1C9SC43337M810412 2007 CVA-94K-90-TR-P
 ** DELETED **

+++ TR 1C9SC43337M810409 2007 CVA-9.4 K-90-TR-P-M/
 ** DELETED **

+++ TR 1C9SC43317M810408 2007 CVA-9.4 K-90-TR-P-M/W
 ** DELETED **

+++ TR 1C9SC43306M810236 2006 CVA-9.4K-90-TR-P-TRI
 ** DELETED **

+++ TR 1C9SC43286M810363 2006 CVA-9.4 K-90-TR-P-M/

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 1C9SB542XB1109407 2011 CAMBELT CD24 DUAL SAND

** DELETED **

+++ TR 1B9WS6027AT287160 2010 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS6023BT287027 2011 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS56274T287004 2008 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS562X6T287164 2006 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS562X6T287016 2006 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS562BRT287004 1994 BESSER SRB-2700 SAND HOG

** DELETED **

+++ TR 1B9WS56286T287032 2006 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS56286T287013 2006 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS56278T287171 2008 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS56275T287049 2005 SAND KING SK4000 CUMM

** DELETED **

+++ TR 1B9WS56274T287004 2004 SAND KING SK4000 CUMM
 ** DELETED **
 +++ TR 1B9WS50275T287080 2005 BESSER FS-27 SRB2700 SAND
 ** DELETED **
 +++ TR 1B9WS50216T287007 2006 BESSER FS-27 SRB2700 SAND
 ** DELETED **
 +++ TR 1B9WS50205T287081 2005 BESSER FS-27 SRB2700 SAND
 ** DELETED **
 +++ TR 1B9DS2627FH329005 2015 SAND KING UNIT ASSY, VAC
 ** DELETED **
 +++ TR 1A9L7452XAA245995 2010 ATOKA HRS-10001 N2 PUMP
 ** DELETED **
 +++ TR 1A9L7452X8A245540 2008 ATOKA HRS-10001 FP NITR
 ** DELETED **
 +++ TR 1A9L74526BA245204 2011 ATOKA LOWBOY N2 UNIT
 ** DELETED **
 +++ TR 1A9L74526AA245993 2010 ATOKA LOWBOY FP NITRO
 ** DELETED **
 +++ TR 1A9L74524BA245203 2011 ATOKA HRS-10001 NITROGEN
 ** DELETED **
 +++ TR 1A9L74524AA245992 2010 ATOKA HRS-10001 FP NITR
 ** DELETED **
 +++ TR 17YBP1621CB051027 2012 1100 CU. FT. AIR COMPRESS
 ** DELETED **
 +++ TR 16HG5383X8U058922 2008 HAULMARK GRF85X38WR5
 ** DELETED **
 +++ TR 1408108163 2010 CONVEY-ALL UNIBELT-1800
 ** DELETED **
 +++ TR 1408108064 2010 CONVEY-ALL UNIBELT-1800
 ** DELETED **
 +++ TR 1407108166 2010 CONVEY-ALL TCH-1035 SRX

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR	1407108165	2010	CONVEY-ALL UNIBELT-1800	
** DELETED **				
+++ TR	1403106075	2010	CONVEY-ALL SK4002 SAND	
** DELETED **				
+++ TR	1403106074	2010	CONVEY-ALL SK4002 SAND	
** DELETED **				
+++ TR	1403106073	2010	CONVEY-ALL SK4002 SAND	
** DELETED **				
+++ TR	1403106072	2010	CONVEY-ALL SK4002 SAND	
** DELETED **				

+++ TR 1403106071 2010 CONVEY-ALL SK4002 SAND
 ** DELETED **

+++ TR 13N23530421512961 2008 FONT UTILITY
 ** DELETED **

+++ TR 1311087342 2009 CONVEY-ALL UNIBELT-1800
 ** DELETED **

+++ TR 1311087341 2009 CONVEY-ALL UNIBELT-1800
 ** DELETED **

+++ TR 1107087222 2008 CONVEY-ALL UNIBELT-1800
 ** DELETED **

+++ TR 1403106070 2010 CONVEY-ALL SK4002 SAND
 ** DELETED **

+++ TR 10472 1997 BATCO SAND BELT SRX-1435
 ** DELETED **

+++ MV 10277 1998 TOYOTA 52-6FG35 FORKLIFT
 ** DELETED **

+++ MV 10271 1998 TOYOTA 52-6FG45 FORKLIFT
 ** DELETED **

+++ TR 1010126440 2013 CONVEY-ALL SK4400 SAND
 ** DELETED **

+++ TR 1010126439 2012 CONVEY-ALL T800 SAND STOR
 ** DELETED **

+++ MV 10051 1998 TOYOTA 52-6FG35 FORKLIFT
 ** DELETED **

+++ TR 0501118457 2011 CONVEY-ALL UNIBELT-1800
 ** DELETED **

+++ TR 0501118456 2011 CONVEY-ALL WB123064ST SAN
 ** DELETED **

+++ TR 4P5CF1622P1116286 1983 CFM BUILT PJ

Registering

Party: MCMILLAN LLP

BOX 11117,1500 1055 W. GEORGIA

VANCOUVER BC V6E 4N7

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 286756L Reg. Date: JAN 28, 2019

Reg. Time: 15:23:13

Control #: D5818934

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 030788K Base Reg. Date: MAY 26, 2017

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Details Description:

TO AMEND THE GENERAL COLLATERAL.

General Collateral:

**** DELETED ****

THE EXISTING GENERAL COLLATERAL IN ITS ENTIRETY.

***** ADDED *****

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

- (A) ALL ACCOUNTS;
- (B) ALL CASH EQUIVALENTS AND OTHER CASH;
- (C) ALL COMMODITY ACCOUNTS;
- (D) ALL DEPOSIT ACCOUNTS;
- (E) ALL INVENTORY;
- (F) ALL MONEY;
- (G) ALL SECURITIES ACCOUNTS;
- (H) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL CHATTEL PAPER;
- (I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;
- (J) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL GOODS;
- (K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
- (L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL INSTRUMENTS;
- (M) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;
- (N) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND
- (O) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING; PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING, THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY. NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS (A) ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH

EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY OR (B) SUCH PROCEEDS ARE IDENTIFIABLE AS PROCEEDS OF SUCH EXCLUDED PROPERTY. AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:

- (A) CHATTEL PAPER;
- (B) DOCUMENT OF TITLE;
- (C) FIXTURES;
- (D) GOODS;
- (E) INSTRUMENTS;
- (F) INTANGIBLES;
- (G) INVESTMENT PROPERTY;
- (H) MONEY;
- (I) PROCEEDS;
- (J) SECURITIES ACCOUNTS; AND
- (K) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

- (A) CERTIFICATE OF TITLE;
- (B) COMMERCIAL TORT CLAIM;
- (C) COMMODITY ACCOUNT;
- (D) LETTER-OF-CREDIT RIGHTS; AND
- (E) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CERTIFICATE OF TITLE" SHALL HAVE THE MEANING GIVEN THAT TERM IN THE UCC.

"CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED ON OR ABOUT MAY 30, 2017, AS AMENDED PURSUANT TO THAT CERTAIN LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO DATED AS OF

OCTOBER 3, 2018 AND A SECOND AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT AND FIRST AMENDMENT TO CANADIAN SECURITY AGREEMENT AND U.S. SECURITY AGREEMENT DATED ON OR ABOUT JANUARY 28, 2019 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR

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LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUIPMENT" SHALL MEAN ALL GOODS THAT CONSTITUTE "EQUIPMENT" (AS DEFINED IN THE PPSA), MACHINERY AND SIMILAR GOODS, INCLUDING, WITHOUT LIMITATION, VEHICLES, OTHER SIMILAR MOBILE GOODS, AND OTHER SERIAL NUMBER GOODS OF THE DEBTOR INCLUDING, IN EACH CASE, ALL ACCESSORIES, SUPERSTRUCTURES AND RACKS RELATING TO THE FOREGOING BUT EXCLUDING, IN EACH CASE, ANY INVENTORY.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING U.S. \$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED U.S. \$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) AND THE FUNDS CONTAINED IN SUCH ACCOUNTS FROM TIME TO TIME WHILE SUCH FUNDS ARE CONTAINED THEREIN COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS

SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;
(C) ANY EQUIPMENT, AND ALL CERTIFICATES OF TITLE AND BOOKS AND RECORDS PERTAINING TO ANY OF THE EQUIPMENT;
(D) ANY FIXTURES;
(E) ANY REAL PROPERTY;
(F) ANY INTELLECTUAL PROPERTY;
(G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);
(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;
(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT

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RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;
(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S. \$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS);
(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);
(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE

CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O); (P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS); (Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND (R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT

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SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY,

COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT. "INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR

LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, AIRPLANES, BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER VEHICLES, WHETHER OR NOT THE SAME WOULD BE COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE, IF GOVERNED THEREBY, AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

Registering

Party: MCMILLAN LLP

BOX 11117, 1500 1055 W. GEORGIA

VANCOUVER BC V6E 4N7

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 02, 2017

Reg. Length: 7 YEARS

Reg. Time: 11:16:18

Expiry Date: JUN 02, 2024

Base Reg. #: 046955K

Control #: D4557000

Block#

S0001 Secured Party: JPMORGAN CHASE BANK, N.A.
4 CMC, MAIL CODE NY1-C413
BROOKLYN NY 11245

=D0001 Base Debtor: BJ SERVICES HOLDINGS CANADA, ULC
(Business) 11211 FM 2920 ROAD
TOMBALL TX 77375

General Collateral:

THE COMPLETE ADDRESS OF THE SECURED PARTY IS -

4 CMC, MAIL CODE NY1-C413

BROOKLYN NEW YORK 11245-0001

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL")

(A) ALL ACCOUNTS

(B) ALL CASH EQUIVALENTS AND OTHER CASH

(C) ALL COMMODITY ACCOUNTS

(D) ALL DEPOSIT ACCOUNTS

- (E) ALL INVENTORY
- (F) ALL MONEY
- (G) ALL SECURITIES ACCOUNTS
- (H) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS
- (I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL CHATTEL PAPER
- (J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND OTHER

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COLLATERAL, ALL DOCUMENTS

- (K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GOODS
- (L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY)
- (M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL INSTRUMENTS
- (N) SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS
- (O) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS
- (P) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL AND
- (Q) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS, COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING

PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (Q), THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY.

NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF)

- (A) CHATTEL PAPER
- (B) COMMERCIAL TORT CLAIMS
- (C) COMMODITY ACCOUNT
- (D) DEPOSIT ACCOUNTS
- (E) DOCUMENTS
- (F) EQUIPMENT

(G) FIXTURES
(H) GENERAL INTANGIBLES
(I) GOODS
(J) INSTRUMENTS
(K) INVESTMENT PROPERTY
(L) LETTER-OF-CREDIT RIGHTS
(M) MONEY
(N) PROCEEDS
(O) SECURITIES ACCOUNTS
(P) SECURITY ENTITLEMENTS AND
(Q) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT EARNED

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BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD. "CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING

(A) UNITED STATES DOLLARS OR CANADIAN DOLLARS
(B) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF PROVIDED, THAT THE FULL FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT THEREOF
(C) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN U.S.\$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO U.S.\$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER

INTERNATIONALLY RECOGNIZED RATINGS AGENCY)

(D) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF

(E) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY)

(F) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE

(G) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY)

(H) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER

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INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION AND

(I) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY) DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.

"CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AMONG BJ SERVICES, LLC, AS THE BORROWER (THE "BORROWER"), THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT

INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (A) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (B) ARE ZERO BALANCE ACCOUNTS, (C) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (D) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 INDIVIDUALLY AT ANY TIME PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (D) DOES NOT EXCEED U.S.\$5,000,000 IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (A), (B), (C) AND (D) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS")

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES

(C) ANY EQUIPMENT

(D) ANY FIXTURES

(E) ANY REAL PROPERTY

(F) ANY INTELLECTUAL PROPERTY

(G) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN)

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE BORROWER AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO

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ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000

(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL

(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (X) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (Y) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N)

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 047999K Reg. Date: JUN 02, 2017

Reg. Time: 14:43:28

Control #: D4558355

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

Details Description:

ADD GENERAL COLLATERAL

General Collateral:

*** ADDED ***

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (X) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (Y) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (I) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (Z) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O)

(P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS,
OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR

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SERIAL NUMBERED GOODS (OR LIKE TERM AS DEFINED IN THE PPSA)
(INCLUDING, WITHOUT LIMITATION, ACCESSORIES,
SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE
SUBJECT TO CERTIFICATES OF TITLE FOR PURPOSES HEREOF,
"VEHICLES" MEANS ALL CARS, TRUCKS, FORKLIFTS, CONSTRUCTION AND
EARTH MOVING EQUIPMENT AND OTHER VEHICLES COVERED BY A
CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND
ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE
FOREGOING

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE
EXTENT NOT RELATED TO ANY COLLATERAL AND

(R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER,
ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS
"PLANT, PROPERTY AND EQUIPMENT" ON THE BALANCE SHEET OF THE
DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING
PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN
THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING
PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC
ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE
FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER
PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT
SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT
ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF
DETERMINATION, CONSISTENTLY APPLIED PROVIDED THAT
CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE
UNITED STATES ON MAY 30, 2017.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR
GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR
OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY,
AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT,
ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING
EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY
OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING
TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO
THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS,
PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY,
WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR
FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION,
COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES,
TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET
LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER
FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION,

MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED

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IN THE UCC), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC. AND ANY SUCCESSOR THERETO.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER

BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY-OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.

"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

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----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 073584L Reg. Date: OCT 05, 2018

Reg. Time: 14:10:19

Control #: D5603333

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

Details Description:

DELETE & ADD GENERAL COLLATERAL DESCRIPTION.

General Collateral:

** DELETED **

THE COMPLETE ADDRESS OF THE SECURED PARTY IS -
4 CMC, MAIL CODE NY1-C413

BROOKLYN NEW YORK 11245-0001

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR

ARISING (COLLECTIVELY, THE "COLLATERAL")

(A) ALL ACCOUNTS

(B) ALL CASH EQUIVALENTS AND OTHER CASH

(C) ALL COMMODITY ACCOUNTS

(D) ALL DEPOSIT ACCOUNTS

(E) ALL INVENTORY

(F) ALL MONEY

(G) ALL SECURITIES ACCOUNTS

(H) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS

(I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL CHATTEL PAPER

(J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL DOCUMENTS

(K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GOODS

(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY)

(M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL INSTRUMENTS

(N) SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS

(O) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS

(P) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL AND

(Q) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS, COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING

PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN

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THE FOREGOING CLAUSES (A) THROUGH (Q), THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY.

NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE

THEMSELVES EXCLUDED PROPERTY.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF)

- (A) CHATTEL PAPER
- (B) COMMERCIAL TORT CLAIMS
- (C) COMMODITY ACCOUNT
- (D) DEPOSIT ACCOUNTS
- (E) DOCUMENTS
- (F) EQUIPMENT
- (G) FIXTURES
- (H) GENERAL INTANGIBLES
- (I) GOODS
- (J) INSTRUMENTS
- (K) INVESTMENT PROPERTY
- (L) LETTER-OF-CREDIT RIGHTS
- (M) MONEY
- (N) PROCEEDS
- (O) SECURITIES ACCOUNTS
- (P) SECURITY ENTITLEMENTS AND
- (Q) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING

- (A) UNITED STATES DOLLARS OR CANADIAN DOLLARS
- (B) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF PROVIDED, THAT THE FULL FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT THEREOF

(C) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN U.S.\$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO U.S.\$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY)

(D) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF

(E) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY)

(F) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE

(G) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY)

(H) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION AND

(I) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY) DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.

"CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AMONG BJ SERVICES, LLC, AS THE BORROWER (THE "BORROWER"), THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE

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SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (A) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (B) ARE ZERO BALANCE ACCOUNTS, (C) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (D) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 INDIVIDUALLY AT ANY TIME PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (D) DOES NOT EXCEED U.S.\$5,000,000 IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (A), (B), (C) AND (D) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS")

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES

(C) ANY EQUIPMENT

(D) ANY FIXTURES

(E) ANY REAL PROPERTY

(F) ANY INTELLECTUAL PROPERTY

(G) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN)

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE BORROWER AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY

COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC
(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000
(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL
(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (X) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (Y) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED,

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THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N)

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (X) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (Y) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (I) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (Z) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE

"EXCLUDED PROPERTY" UNDER THIS CLAUSE (O)
(P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS,
OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR
SERIAL NUMBERED GOODS (OR LIKE TERM AS DEFINED IN THE PPSA)
(INCLUDING, WITHOUT LIMITATION, ACCESSORIES,
SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE
SUBJECT TO CERTIFICATES OF TITLE FOR PURPOSES HEREOF,
"VEHICLES" MEANS ALL CARS, TRUCKS, FORKLIFTS, CONSTRUCTION AND
EARTH MOVING EQUIPMENT AND OTHER VEHICLES COVERED BY A
CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND
ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE
FOREGOING
(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE
EXTENT NOT RELATED TO ANY COLLATERAL AND
(R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER,
ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS
"PLANT, PROPERTY AND EQUIPMENT" ON THE BALANCE SHEET OF THE
DEBTOR IN ACCORDANCE WITH GAAP.
"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING
PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN
THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING
PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC
ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE
FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER
PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT

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SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT
ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF
DETERMINATION, CONSISTENTLY APPLIED PROVIDED THAT
CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE
UNITED STATES ON MAY 30, 2017.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR
GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR
OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY,
AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT,
ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING
EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY
OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING
TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO

THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE UCC), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC.

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AND ANY SUCCESSOR THERETO.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE,

ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY-OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.

"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

*** ADDED ***

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

- (A) ALL ACCOUNTS;
- (B) ALL CASH EQUIVALENTS AND OTHER CASH;
- (C) ALL COMMODITY ACCOUNTS;
- (D) ALL DEPOSIT ACCOUNTS;
- (E) ALL INVENTORY;
- (F) SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT;
- (G) ALL MONEY;
- (H) ALL SECURITIES ACCOUNTS;
- (I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER;
- (J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;
- (K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS;
- (L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
- (M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INSTRUMENTS;
- (N) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL

SECURITY ENTITLEMENTS;

(O) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND

(P) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING; PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (P), (I) THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY, AND (II) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY AS OF SUCH DATE AND THEREAFTER.

NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:

(A) CHATTEL PAPER;

(B) DOCUMENT OF TITLE;

(C) FIXTURES;

(D) GOODS;

(E) INSTRUMENTS;

(F) INTANGIBLES;

(G) INVESTMENT PROPERTY;

(H) MONEY;

(I) PROCEEDS;

(J) SECURITIES ACCOUNTS; AND

(K) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

(A) CERTIFICATE OF TITLE;

(B) COMMERCIAL TORT CLAIM;

(C) COMMODITY ACCOUNT;

(D) LETTER-OF-CREDIT RIGHTS; AND

(E) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

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"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AS AMENDED PURSUANT TO THAT CERTAIN LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT DATED AS OF OCTOBER 3, 2018, AMONG THE DEBTOR, BJ SERVICES, LLC, AS THE BORROWER, THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR "DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUIPMENT" MEANS ALL GOODS OWNED BY THE DEBTOR WHICH CONSTITUTE MACHINERY, "EQUIPMENT" (AS DEFINED IN THE PPSA) AND OTHER AND SIMILAR GOODS USED IN THE BUSINESS OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS OF THE DEBTOR.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING

U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED U.S.\$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT;

(D) ANY FIXTURES;

(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

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(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS);

(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

Registering

Party: D & H LIMITED PARTNERSHIP

4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 073630L Reg. Date: OCT 05, 2018

Reg. Time: 14:24:54

Control #: D5603433

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

Details Description:

ADD GENERAL COLLATERAL DESCRIPTION.

General Collateral:

*** ADDED ***

(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT

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AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN

THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);

(P) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE;

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND

(R) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT

LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, MOBILE HOMES, DESIGNATED MANUFACTURED HOMES, AIRPLANES OR AIRCRAFT, BOATS, OUTBOARD MOTORS FOR BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER MOTOR VEHICLES AND SERIAL NUMBER GOODS, WHETHER OR NOT COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE, AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

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--- SUBSTITUTION OF COLLATERAL / PROCEEDS ---

Reg. #: 103860L Reg. Date: OCT 22, 2018

Reg. Time: 13:11:02

Control #: D5634100

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

General Collateral:

**** DELETED ****

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

(A) ALL ACCOUNTS;

(B) ALL CASH EQUIVALENTS AND OTHER CASH;

(C) ALL COMMODITY ACCOUNTS;

(D) ALL DEPOSIT ACCOUNTS;

(E) ALL INVENTORY;

(F) SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT;

(G) ALL MONEY;

(H) ALL SECURITIES ACCOUNTS;

(I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER;

(J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;

(K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS;

(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);

(M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INSTRUMENTS;

(N) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;

(O) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE

COLLATERAL; AND

(P) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING; PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (P), (I) THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY, AND (II) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY AS OF SUCH DATE AND THEREAFTER.

NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN

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EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:

- (A) CHATTEL PAPER;
- (B) DOCUMENT OF TITLE;
- (C) FIXTURES;
- (D) GOODS;
- (E) INSTRUMENTS;
- (F) INTANGIBLES;
- (G) INVESTMENT PROPERTY;
- (H) MONEY;
- (I) PROCEEDS;
- (J) SECURITIES ACCOUNTS; AND
- (K) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

- (A) CERTIFICATE OF TITLE;
- (B) COMMERCIAL TORT CLAIM;
- (C) COMMODITY ACCOUNT;
- (D) LETTER-OF-CREDIT RIGHTS; AND
- (E) SUPPORTING OBLIGATIONS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AS AMENDED PURSUANT TO THAT CERTAIN LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT DATED AS OF OCTOBER 3, 2018, AMONG THE DEBTOR, BJ SERVICES, LLC, AS THE BORROWER, THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUIPMENT" MEANS ALL GOODS OWNED BY THE DEBTOR WHICH CONSTITUTE MACHINERY, "EQUIPMENT" (AS DEFINED IN THE PPSA) AND OTHER AND SIMILAR GOODS USED IN THE BUSINESS OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS OF THE DEBTOR.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS

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(HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS

EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED U.S.\$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT;

(D) ANY FIXTURES;

(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS);

(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH

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ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH

THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);

(P) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE;

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND

(R) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING

TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF

COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, MOBILE HOMES, DESIGNATED MANUFACTURED HOMES, AIRPLANES OR AIRCRAFT, BOATS, OUTBOARD MOTORS FOR BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER MOTOR VEHICLES AND SERIAL NUMBER GOODS, WHETHER OR NOT COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE, AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

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DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

(A) ALL ACCOUNTS;

(B) ALL CASH EQUIVALENTS AND OTHER CASH;

(C) ALL COMMODITY ACCOUNTS;

(D) ALL DEPOSIT ACCOUNTS;

(E) ALL INVENTORY;

(F) SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT;

(G) ALL MONEY;

(H) ALL SECURITIES ACCOUNTS;

(I) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS;

(J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER;

(K) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS;

(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS;

(M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);

(N) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INSTRUMENTS;

(O) SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS;

(P) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;

(Q) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND
(R) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS, COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING;
PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (R), (I) THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY AND (II) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY HEREUNDER AS OF SUCH DATE AND THEREAFTER.
NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.
AS USED IN THIS UCC FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9

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THEREOF):

- (A) CERTIFICATE OF TITLE;
- (B) CHATTEL PAPER;
- (C) COMMERCIAL TORT CLAIMS;
- (D) COMMODITY ACCOUNT;
- (E) DEPOSIT ACCOUNTS;
- (F) DOCUMENTS;
- (G) FIXTURES;
- (H) GENERAL INTANGIBLES;
- (I) GOODS;
- (J) INSTRUMENTS;
- (K) INVESTMENT PROPERTY;
- (L) LETTER-OF-CREDIT RIGHTS;
- (M) MONEY;
- (N) PROCEEDS;
- (O) SECURITIES ACCOUNTS;
- (P) SECURITY ENTITLEMENTS; AND
- (Q) SUPPORTING OBLIGATIONS.

EACH CAPITALIZED TERM USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ASSIGNED TO SUCH TERM IN THE SECURITY AGREEMENT OR THE CREDIT AGREEMENT. AS USED IN THIS UCC FINANCING STATEMENT, THE

FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING:

(A) UNITED STATES DOLLARS OR CANADIAN DOLLARS;

(B) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF; PROVIDED, THAT THE FULL FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT THEREOF;

(C) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN \$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO \$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY);

(D) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH

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OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF;

(E) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY);

(F) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE;
(G) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY);
(H) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION; AND
(I) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY) DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

----- ADDITION OF COLLATERAL / PROCEEDS -----

Reg. #: 104339L Reg. Date: OCT 22, 2018

Reg. Time: 15:15:30

Control #: D5634721

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

General Collateral:

*** ADDED ***

"CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED BY THE LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF OCTOBER 3, 2018, AND AS MAY BE FURTHER AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO

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TIME).

"EQUIPMENT" MEANS ALL MACHINERY, "EQUIPMENT" (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), AND SIMILAR GOODS, INCLUDING, WITHOUT LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS, OF THE DEBTOR.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED ACCOUNTS" HAS THE MEANING GIVEN TO SUCH TERM IN THE DEFINITION OF "EXCLUDED PROPERTY".

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING \$1,000,000 INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED \$5,000,000 IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT;

(D) ANY FIXTURES;

(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO

ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF \$1,000,000;
(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;
(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO

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THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);

(P) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE;

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND

(R) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON MAY 30, 2017.

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GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE UCC), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT,

ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC. AND ANY SUCCESSOR THERETO.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY-OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.

"SECURITY AGREEMENT" SHALL MEAN THAT CERTAIN AMENDED AND RESTATED U.S. SECURITY AGREEMENT DATED AS OF OCTOBER 3, 2018, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES

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INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, AIRPLANES, BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER VEHICLES COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

Registering

Party: D & H LIMITED PARTNERSHIP

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 291232L Reg. Date: JAN 30, 2019

Reg. Time: 11:56:56

Control #: D5825094

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

Details Description:

DELETE & ADD GENERAL COLLATERAL DESCRIPTION.

General Collateral:

**** DELETED ****

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

- (A) ALL ACCOUNTS;
- (B) ALL CASH EQUIVALENTS AND OTHER CASH;
- (C) ALL COMMODITY ACCOUNTS;
- (D) ALL DEPOSIT ACCOUNTS;
- (E) ALL INVENTORY;
- (F) SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT;
- (G) ALL MONEY;
- (H) ALL SECURITIES ACCOUNTS;
- (I) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS;
- (J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER;
- (K) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS;
- (L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS;
- (M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
- (N) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT

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AND OTHER COLLATERAL, ALL INSTRUMENTS;

(O) SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING

STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS;
(P) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL
SECURITY ENTITLEMENTS;

(Q) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE
COLLATERAL; AND

(R) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF
ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS,
COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY
OF THE FOREGOING;

PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN
THE FOREGOING CLAUSES (A) THROUGH (R), (I) THE SECURITY INTEREST SHALL
NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY AND (II) TO
THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE
TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT
AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY HEREUNDER AS
OF SUCH DATE AND THEREAFTER.

NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE
PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY
AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN
EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY
EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING
COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR
UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE
THEMSELVES EXCLUDED PROPERTY.

AS USED IN THIS UCC FINANCING STATEMENT, THE FOLLOWING TERMS SHALL
HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN
ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9
THEREOF):

(A) CERTIFICATE OF TITLE;

(B) CHATTEL PAPER;

(C) COMMERCIAL TORT CLAIMS;

(D) COMMODITY ACCOUNT;

(E) DEPOSIT ACCOUNTS;

(F) DOCUMENTS;

(G) FIXTURES;

(H) GENERAL INTANGIBLES;

(I) GOODS;

(J) INSTRUMENTS;

(K) INVESTMENT PROPERTY;

(L) LETTER-OF-CREDIT RIGHTS;

(M) MONEY;

(N) PROCEEDS;

(O) SECURITIES ACCOUNTS;

(P) SECURITY ENTITLEMENTS; AND

(Q) SUPPORTING OBLIGATIONS.

EACH CAPITALIZED TERM USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE
THE MEANING ASSIGNED TO SUCH TERM IN THE SECURITY AGREEMENT OR THE
CREDIT AGREEMENT. AS USED IN THIS UCC FINANCING STATEMENT, THE
FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD. "CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING:

- (A) UNITED STATES DOLLARS OR CANADIAN DOLLARS;
- (B) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF; PROVIDED, THAT THE FULL FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT THEREOF;
- (C) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN \$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO \$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY);
- (D) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF;
- (E) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY);
- (F) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL

INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE;
(G) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF
TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED
BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES
OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY
THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE
FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P

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SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER
INTERNATIONALLY RECOGNIZED RATING AGENCY);

(H) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF
ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR
HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL
BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER
INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH
MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF
ACQUISITION; AND

(I) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN
SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY)
DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.

"CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND GUARANTY
AGREEMENT, DATED AS OF MAY 30, 2017, AMONG THE DEBTOR, THE SECURED
PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED BY THE LIMITED
WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT,
DATED AS OF OCTOBER 3, 2018, AND AS MAY BE FURTHER AMENDED, RESTATED,
AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED,
RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO
TIME).

"EQUIPMENT" MEANS ALL MACHINERY, "EQUIPMENT" (AS DEFINED IN THE
UNIFORM COMMERCIAL CODE), AND SIMILAR GOODS, INCLUDING, WITHOUT
LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS, OF THE DEBTOR.

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE
SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS
(HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT
INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR
OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH
PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE
SECURITIES).

"EXCLUDED ACCOUNTS" HAS THE MEANING GIVEN TO SUCH TERM IN THE
DEFINITION OF "EXCLUDED PROPERTY".

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING \$1,000,000 INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED \$5,000,000 IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT;

(D) ANY FIXTURES;

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(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF \$1,000,000;

(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);

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(P) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE;

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED

TO ANY COLLATERAL; AND

(R) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON MAY 30, 2017.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE UCC), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO

OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC. AND ANY SUCCESSOR THERETO.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY-OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.

"SECURITY AGREEMENT" SHALL MEAN THAT CERTAIN AMENDED AND RESTATED U.S. SECURITY AGREEMENT DATED AS OF OCTOBER 3, 2018, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, AIRPLANES, BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER VEHICLES COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

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PROPERTY DESCRIPTION

DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

(A) ALL ACCOUNTS;

- (B) ALL CASH EQUIVALENTS AND OTHER CASH;
- (C) ALL COMMODITY ACCOUNTS;
- (D) ALL DEPOSIT ACCOUNTS;
- (E) ALL INVENTORY;
- (F) ALL MONEY;
- (G) ALL SECURITIES ACCOUNTS;

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(H) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS;

(I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL CHATTEL PAPER;

(J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL DOCUMENTS;

(K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL GOODS;

(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);

(M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, AND OTHER COLLATERAL, ALL INSTRUMENTS;

(N) SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS;

(O) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;

(P) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND

(Q) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS, COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING;

PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (Q), THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY.

NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS (A) ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY OR (B) SUCH PROCEEDS ARE IDENTIFIABLE AS PROCEEDS OF SUCH EXCLUDED PROPERTY.

AS USED IN THIS UCC FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9

THEREOF):

- (A) CERTIFICATE OF TITLE;
- (B) CHATTEL PAPER;
- (C) COMMERCIAL TORT CLAIMS;
- (D) COMMODITY ACCOUNT;
- (E) DEPOSIT ACCOUNTS;
- (F) DOCUMENTS;
- (G) FIXTURES;
- (H) GENERAL INTANGIBLES;
- (I) GOODS;
- (J) INSTRUMENTS;
- (K) INVESTMENT PROPERTY;
- (L) LETTER-OF-CREDIT RIGHTS;

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- (M) MONEY;
- (N) PROCEEDS;
- (O) SECURITIES ACCOUNTS;
- (P) SECURITY ENTITLEMENTS; AND
- (Q) SUPPORTING OBLIGATIONS.

EACH CAPITALIZED TERM USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ASSIGNED TO SUCH TERM IN THE SECURITY AGREEMENT OR THE CREDIT AGREEMENT. AS USED IN THIS UCC FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

"ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).

"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING:

- (A) UNITED STATES DOLLARS OR CANADIAN DOLLARS;
- (B) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF; PROVIDED, THAT THE FULL

FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT THEREOF;
(C) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN \$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO \$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY);
(D) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF;
(E) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY);

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(F) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE;
(G) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY);
(H) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER

INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH MATURITIES OF TWENTYFOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION; AND

(I) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY) DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.

"CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED BY THE LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF OCTOBER 3, 2018, AS FURTHER AMENDED BY THE SECOND AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT AND FIRST AMENDMENT TO CANADIAN SECURITY AGREEMENT AND U.S. SECURITY AGREEMENT, DATED AS OF JANUARY 28, 2019, AND AS MAY BE FURTHER AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"EQUIPMENT" MEANS ALL MACHINERY, "EQUIPMENT" (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), AND SIMILAR GOODS, INCLUDING, WITHOUT LIMITATION, VEHICLES, OTHER SIMILAR MOBILE GOODS, AND OTHER SERIAL NUMBER GOODS OF THE DEBTOR, INCLUDING, IN EACH CASE, ALL ACCESSORIES, SUPERSTRUCTURES AND RACKS RELATING TO THE FOREGOING BUT EXCLUDING, IN EACH CASE, ANY INVENTORY

"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

"EXCLUDED ACCOUNTS" HAS THE MEANING GIVEN TO SUCH TERM IN THE DEFINITION OF "EXCLUDED PROPERTY".

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

Continued on Page113

Reg. #: 291812L Reg. Date: JAN 30, 2019

Reg. Time: 14:37:50

Control #: D5825885

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 046955K Base Reg. Date: JUN 02, 2017

Details Description:

ADD GENERAL COLLATERAL DESCRIPTION.

General Collateral:

*** ADDED ***

"EXCLUDED PROPERTY" SHALL MEAN:

(A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING \$1,000,000 INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED \$5,000,000 IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) AND THE FUNDS CONTAINED IN SUCH ACCOUNTS FROM TIME TO TIME WHILE SUCH FUNDS ARE CONTAINED THEREIN COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");

(B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES;

(C) ANY EQUIPMENT, AND ALL CERTIFICATES OF TITLE AND BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE EQUIPMENT;

(D) ANY FIXTURES;

(E) ANY REAL PROPERTY;

(F) ANY INTELLECTUAL PROPERTY;

(G) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN);

(I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAXCONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTIONTHEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;

(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC;

(L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF \$1,000,000;

(M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL;

(N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);

(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);

(P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE; FOR PURPOSES HEREOF, "VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, AIRPLANES, BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER VEHICLES WHETHER OR NOT COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING;

(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND

(R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.

"GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN

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INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTINGPROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION,CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON MAY 30, 2017.

"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE UCC), INCLUDING WITHOUT LIMITATION,

(A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS;

(B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND

(B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN(STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY. "MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC. AND ANY SUCCESSOR THERETO.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT

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FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY-OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.

"SECURITY AGREEMENT" SHALL MEAN THAT CERTAIN AMENDED AND RESTATED U.S. SECURITY AGREEMENT DATED AS OF OCTOBER 3, 2018, AS AMENDED BY THE SECOND AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT AND FIRST AMENDMENT TO CANADIAN SECURITY AGREEMENT AND U.S. SECURITY AGREEMENT, DATED AS OF JANUARY 28, 2019, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AND AS MAY BE FURTHER AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM

COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION,
TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF
COLLATERAL.

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: AUG 30, 2018 Reg. Length: 25 YEARS
Reg. Time: 15:17:10 Expiry Date: AUG 30, 2043
Base Reg. #: 995673K Control #: D5524005

Block#

S0001 Secured Party: DONLEN FLEET LEASING LTD./LOCATION
DE FLOTTES DONLEN LTEE.
3000 LAKESIDE, 2ND FLOOR
BANNOCKBURN IL 60015

=D0001 Base Debtor: BJ SERVICES HOLDINGS CANADA, ULC
(Business) 800, 215-9TH AVENUE SW
CALGARY AB T2P 1K3

D0002 Bus. Debtor: BJ SERVICES HOLDING CANADA, ULC
20TH FLOOR, 250 HOWE STREET
VANCOUVER BC V5C 3R8

General Collateral:

ALL MOTOR VEHICLES NOW OR HEREAFTER LEASED BY THE SECURED PARTY TO
THE DEBTOR, INCLUDING, WITHOUT LIMITATION, ALL ACCESSORIES, SPARE
PARTS, REPLACEMENTS, MANUALS, DOCUMENTS OF TITLE AND ACCESSIONS
RELATING TO ANY SUCH MOTOR VEHICLES AND ALL PROCEEDS (IN ANY FORM OF
PERSONAL PROPERTY) IN RESPECT OF ANY OF THE FOREGOING. THIS FILING
IS PROTECTION WITH RESPECT TO VEHICLES LEASED TO DEBTOR UNDER A
LEASE INTENDED TO BE A TRUE LEASE.

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Registering

Party: ESC CORPORATE SERVICES
445 KING STREET WEST.SUITE
TORONTO ON M5V 1K4

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JAN 28, 2019 Reg. Length: 6 YEARS

Reg. Time: 16:14:32
Base Reg. #: 286839L

Expiry Date: JAN 28, 2025
Control #: D5819211

Block#

S0001 Secured Party: GACP FINANCE CO., LLC, AS AGENT
73 OLD RIDGEFIELD RD, STE 6
WILTON CT 06897

=D0001 Base Debtor: BJ SERVICES HOLDINGS CANADA ULC
(Business) 11211 FM2920 ROAD
TOMBALL TX 77375

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	TR	2T9SAAVC4ED016432	2014 PROPELL	
V0002	TR	2T9SASVC6CD016936	2012 TYCROP BHI-FC-0003-9109	
V0003	TR	1Z9SD4528C0058386	2012 OVERBILT N2 PUMP	
V0004	TR	1Z9SD4526C0058418	2012 OVERBILT	
V0005	TR	2T9SASVC3CD016909	2012 TYCROP	
V0006	TR	1Z9SD4526C0058385	2012 OVERBILT	
V0007	MV	1C9LB3828BK883491	2011 SUREFIRE	
V0008	TR	2T9SASVC4CD016935	2012 TYCROP BHI-FC-0003-9109	
V0009	TR	2T9SASUC4DD016193	2013 S&S SRP-2500	
V0010	MV	1R9S04527BA494120	2011 ROLLIGAN	
V0011	TR	2T9SASUC1DD016278	2013 S&S SRP-2500	
V0012	TR	2T9SASVC1CD016908	2012 TYCROP BHI-FC	
V0013	TR	1P9CP4324EB343392	2014 PRATT DOTF DPHU 100	
V0014	TR	1M91P5222DA211757	2013 MERTZ	
V0015	TR	1M91P5220CA211755	2012 SPM 5503081	
V0016	TR	2T9SASUC4DD016226	2013 S&S SRP-2500	
V0017	TR	2N9N2403XCE065389	2012 STELLAR CHASSIS	
V0018	TR	2T9SASUCODD016191	2013 S&S SRP-2500	
V0019	TR	2T9SASUC7DD016222	2013 S&S SRP-2500	
V0020	TR	2T9SASUC6DD016227	2013 S&S SRP-2500	
V0021	TR	2T9SASUC6DD016194	2013 S&S SRP-2500	
V0022	TR	2T9SASUC5DD016252	2013 S&S SRP-2500	
V0023	TR	2T9SASUC5DD016302	2013 S&S SRP-2500	
V0024	TR	2T9SASUC7DD016303	2013 S&S SRP-2500	
V0025	TR	2T9SASUC2DD016192	2013 S&S SRP-2500	
V0026	TR	2T9SASUC3DD016265	2013 S&S SRP-2500	
V0027	TR	2T9SASVC5CD016961	2012 TYCROP BHI-FC-003-9109	
V0028	TR	2T9SASUCXDD016277	2013 S&S SRP-2500	
V0029	TR	2T9SASUC7DD016253	2013 S&S SRP-2500	
V0030	TR	2T9SASUC3DD016251	2013 S&S SRP-2500	
V0031	TR	1P9CP442XCB343456	2012 PRATT DF44 TRT 1330	
V0032	TR	1 P9CP4427CB343091	2012 PRATT DF44 TRT 1330	
V0033	TR	1Z9SD4520C0058382	2012 OVERBILT HYDRA RIG	
V0034	TR	1X9SD4522C0058383	2012 OVERBILT HRS-10038	
V0035	TR	2T9SASVC7CD016962	2012 TYCROP BHI-FC-0003-9109	

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0036	TR	2T9SASUC4CD016029	2012 S&S SRP-2500	
V0037	TR	1P9CP4121CB343656	2012 RHINO RHINO T	
V0038	TR	2T9SASUC4CD016127	2012 S&S SRP-2500	
V0039	TR	2T9NSZ3P6BE165008	2011 HYDRA RIG PUMPER N2	
V0040	TR	2T9NSZ3P2BE165006	2011 HYDRA RIG 1M TRAILER	
V0041	TR	2T9NSZ3P4BE165007	2011 HYDRA RIG 1M TRAILER	
V0042	TR	2T9NSZ3P8BE165009	2011 HYDRA RIG 1M TRAILER	
V0043	TR	1Z9SD4524C0058384	2012 OVERBILT	
V0044	TR	1P9CP4128CB343119	2012 RHINO RHINO T	
V0045	TR	1P9CP4127CB343676	2012 RHINO RHINO T	
V0046	TR	1P9CP4121DB343240	2013 RHINO SUREFIRE	
V0047	TR	2T9SASUC9CD016088	2012 S&S SRP-2500	
V0048	TR	2T9SASRB6CD016890	2012 TYCROP CHASSIS	
V0049	TR	2T9SASUC1CD016084	2012 S&S SRP-2500	
V0050	TR	1P9CP4124CB343098	2012 RHINO RHINO TC 50	
V0051	TR	1P9CP4123CB343710	2012 RHINO DF41	
V0052	TR	1P9CP4129CB343713	2012 RHINO RHINO TC 50	
V0053	TR	1P9CP4124DB343006	2013 RHINO T / SUREFIRE	
V0054	TR	1P9CP412XDB343012	2013 RHINO T / SUREFIRE	
V0055	TR	2T9SASTC8BD016695	2011 S&S SRP-2250.5	
V0056	TR	2T9SASTC5BD016766	2011 S&S SRP-2250	
V0057	TR	2T9SASTC3BD016698	2011 S&S SRP-2250.5	
V0058	TR	2T9SASTC8BD016745	2011 S&S SRP-2250.5	
V0059	TR	2T9SASRB8CD016888	2012 TYCROP BJS10442523	
V0060	TR	2T9SASUC4CD016032	2012 S&S SRP-2500	
V0061	TR	2T9SASUC4DD016176	2013 S&S SRP-2500	
V0062	TR	2T9SASUC5CD016055	2012 S&S SRP-2500	
V0063	TR	2T9SASUC9CD016124	2012 S&S SRP-2500	
V0064	TR	2T9SASUC5CD016976	2012 S&S SRP-2500	
V0065	TR	2T9SASUC4CD016967	2012 S&S SRP-2500	
V0066	TR	2T9SASUC6CD016968	2012 S&S SRP-2500	
V0067	TR	2T9SASUC0CD016996	2012 S&S SRP-2500	
V0068	TR	2T9SASUC6CD016002	2012 S&S SRP-2500	
V0069	TR	2T9SASUC4CD016001	2012 S&S SRP-2500	
V0070	TR	2T9SASUC2CD016997	2012 S&S SRP-2500	
V0071	TR	2T9SASUC1CD016991	2012 S&S SRP-2500	
V0072	TR	2T9SASUC2CD016126	2012 S&S SRP-2500	
V0073	TR	2T9SASRB6CD016887	2012 TYCROP	
V0074	TR	2T9SASUC8DD016178	2013 S&S SRP-2500	
V0075	TR	2T9SASUC6DD016177	2013 S&S SRP-2500	
V0076	TR	11F9CF4426CB343177	2012 PRATT INDUSTRIES DF442	
V0077	TR	1R9S03926BA494100	2011 ROLLSRITE ROLR	
V0078	TR	2T9SASUC6CD016033	2012 S&S SRP-2500	
V0079	TR	2T9SASUCXCD016083	2012 S&S SRP-2500	
V0080	TR	1A9L74526AA245993	2010 ATOKA LOWBOY	
V0081	TR	2T9SASTC7BD016767	2011 S&S SRP-2250	
V0082	TR	2T9SASTC9BD016768	2011 S&S SRP-2250	

V0083	TR	2T9SASUCXCD016990	2012	S&S SRP-2500
V0084	TR	2T9SASUC1CD016974	2012	S&S SRP-2500
V0085	MV	11F9CF4021CB343092	2012	PRAT
V0086	TR	2T9SASUC8CD016034	2012	S&S SRP-2500
V0087	TR	2T9SASUC7CD016056	2012	S&S SRP-2500
V0088	TR	1VV9UC4828BL216009	2011	WORLEY WELDING FMCC
V0089	TR	2T9SASUCXCD016973	2012	S&S SRP-2500
V0090	TR	2T9SASUC4CD016953	2012	S&S SRP-2500

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0091	TR	1P9CP412XCB343669	2012	RHINO RHINO TC 50
V0092	TR	2T9SASTCXBD016696	2011	S&S SRP-2250.5
V0093	TR	1A9L74524AA245992	2010	ATOKA HRS-10001
V0094	TR	1P9CP402XAB343236	2010	PRATT
V0095	TR	2T9SASUC3CD016975	2012	S&S SRP-2500
V0096	TR	1P9CP402413B343697	2011	PRATT INDUSTRIES, INC.
V0097	TR	2T9SASUC1CD016960	2012	S&S SRP-2500
V0098	TR	2PLC040277BM13077	2007	PEERLESS CRT-1500
V0099	TR	2T9SASUC8CD016955	2012	S&S SRP-2500
V0100	TR	1C9LB3828BK883488	2011	SUREFIRE
V0101	TR	1C9LB382XBK883492	2011	SUREFIRE
V0102	TR	1C9LB3820BK883498	2011	CHOICE
V0103	MV	1NKCL40X47R932537	2007	KENWORTH C5 SERIES
V0104	MV	1NKCL40X27R932536	2007	KENWORTH C5 SERIES
V0105	TR	1P9CP4123BB343706	2011	RHINO RHINO T
V0106	TR	2T9SASTCXBD016746	2011	S&S SRP-2250.5
V0107	TR	2T9SASTC3BD016765	2011	S&S SRP-2250.5
V0108	TR	1A9L7452XAA245995	2010	ATOKA HRS-10001
V0109	TR	1A9L74524BA245203	2011	ATOKA HRS-10001
V0110	TR	2T9SASTCX9D016479	2009	S&S SRP-2250.4
V0111	TR	1P9CP4327CB343772	2012	KALYN SIEBERT
V0112	TR	2T9SASUC5CD016959	2012	S&S SRP-2500
V0113	TR	2T9SASUCXCD016956	2012	S&S SRP-2500
V0114	TR	2T9SASRBXCD016889	2012	TYRCROP CHASSIS
V0115	TR	1P9CP4021CB343447	2012	PRATT INDUSTRIES DF 40
V0116	TR	1P9CP4126AB343195	2010	RHINO RHINO T
V0117	TR	2PLC0413X7BH13156	2007	PEERLESS SRP-2250.2
V0118	TR	2T9SASUC1CD016957	2012	S&S SRP-2500
V0119	TR	2T9SASVCXBD016792	2011	S&S SRP-2250
V0120	TR	2T9SASVC1BD016793	2011	S&S SRP-2250
V0121	TR	2PLC040257BM13076	2007	PEERLESS CRT-1500
V0122	TR	2T9SASVCXBD016789	2011	S&S SRP-2250
V0123	TR	2T9SASVC7BD016779	2011	S&S SRP-2500
V0124	TR	1P9CP4120BB343154	2011	RHINO RHINO CT
V0125	TR	1P9CP4122BB343155	2011	RHINO RHINO CT

V0126	TR	1P9CP412XCB343008 2012 PRATT INDUSTRIES RHINO T
V0127	TR	1P9CP4127AB343187 2010 RHINO RHINO T
V0128	TR	1P9CP4129BB343112 2011 RHINO RHINO CT
V0129	TR	2T9SASVC6BD016787 2011 S&S SRP-2250
V0130	TR	2T9SASVC8BD016791 2011 S&S SRP-2250
V0131	TR	2T9SASVC7BD016782 2011 S&S SRP-2250
V0132	TR	2T9SASVC9BD016783 2011 S&S SRP-2250
V0133	TR	2T9SASVC6BD016790 2011 S&S SRP-2250
V0134	TR	2T9SASVC0BD016784 2011 S&S SRP-2250
V0135	TR	2T9SASVC2BD016785 2011 S&S SRP-2250
V0136	TR	2T9SASVC5BD016781 2011 S&S SRP-2250
V0137	TR	1P9CP4120AB343175 2010 RHINO RHINO T
V0138	TR	2T9SASTC5AD016491 2009 S&S SRP-2250.6
V0139	TR	2T9SASTC6AD016497 2009 S&S SRP-2250.6
V0140	TR	2T9SASTC7AD016492 2009 S&S SRP-2250.6
V0141	TR	2T9SASTC8AD016498 2009 S&S SRP-2250.6
V0142	TR	2T9SASTC59D016485 2009 S&S SRP-2250.6
V0143	TR	2T9SASVC4BD016786 2011 S&S SRP-2250
V0144	TR	2T9SASVC8BD016788 2011 S&S SRP-2250
V0145	MV	1NKCL40X17R932530 2007 KENWORTH C5 SERIES

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0146	MV	1NKCL40X37R932531	2007 KENWORTH C5 SERIES	
V0147	TR	1 P9CP4024AB343133	2010 PRATT 125E MARK2	
V0148	TR	2PLC041377BJ13157	2007 S&S SRP-2250.2	
V0149	TR	1P9CP4120BB343713	2011 RHINO RHINO T	
V0150	TR	2PLC040206BA12584	2006 PEERLESS	
V0151	TR	2C91356E1B1086271	2011 CANCADE TRA/REM	
V0152	TR	1A9L74526BA245204	2011 ATOKA LOWBOY	
V0153	TR	1W9UC4825BL216002	2011 WORLEY 4 IN,FIG 1502	
V0154	TR	1P90P4029913343060	2009 RHINO RHINO T	
V0155	TR	5DDKM402281003554	2008 RHINO RHINO T	
V0156	TR	2T9SASVC3BD016780	2011 S&S SRP-2500	
V0157	TR	1P9CP40239B343099	2009 PRATT INDUSTRIES BLN	
V0158	MV	1NKCL40X47R932540	2007 KENWORTH C5 SERIES	
V0159	MV	1NKCL40X87R932539	2007 KENWORTH C5 SERIES	
V0160	MV	1XPTD49X9ED188587	2014 PETERBILT 367	
V0161	MV	1XPTD49X0ED188588	2014 PETERBILT 367	
V0162	MV	1XPTD49X0FD188639	2015 PETERBILT 367	
V0163	TR	2PLC041299BG14127	2009 PEERLESS CH-41-2A	
V0164	MV	5KJRALBG6EPFV7483	2014 WESTERN STAR 4900	
V0165	TR	1W9TC3924EM257563	2014 WILCO	
V0166	MV	5KJJALBG6CPBU4702	2012 WESTERN STAR 4900	
V0167	MV	1FVHCYBS2DHFH5637	2013 FREIGHTLINER M2	
V0168	MV	1XPTD49X4DD166480	2013 PTRB 367	

V0169	MV	1NKCL40X77R932533 2007 KENWORTH C5 SERIES
V0170	TR	1P9CP40269B343100 2009 PRAT
V0171	MV	1NKCL40X67R932538 2007 KENWORTH C5 SERIES
V0172	MV	1FVHCYCY6EHFP0577 2014 FREIGHTLINER M2
V0173	TR	2T9SAOSB07D016116 2008 TYCROP CRT-1500
V0174	TR	2T9SASSB17D016117 2008 TYCROP NRP12000
V0175	TR	2PLC040207GJ13075 2007 PEERLESS
V0176	MV	5KJRALBG0CPBE2314 2012 WESTERN STAR 4900
V0177	TR	1P9CP40268B343595 2008 PRATT 6F402-BA8CFS555
V0178	MV	5KJRALBG8CPBE2304 2012 WESTERN STAR 4900
V0179	TR	2PLC0413X70L13152 2007 S&S SRP-2250.2
V0180	TR	5DDKM402881003378 2008 RHINO RHINO T
V0181	MV	5KJJALBG6CPBU4697 2012 WESTERN STAR 4900
V0182	MV	5KJJALBG4CPBU4701 2012 WESTERN STAR 4900
V0183	MV	5KJRALBG6CPBE2303 2012 WESTERN STAR 4900
V0184	MV	5KJRALBG0CPBE2300 2012 WESTERN STAR 4900
V0185	MV	5KJJALBGXCPBU4699 2012 WESTERN STAR 4900
V0186	MV	5KJJALBG8CPBU4698 2012 WESTERN STAR 4900
V0187	TR	2T9NSY3P66E165025 2006 HYDRA RIG NRP12000
V0188	TR	2T9NSY3P86E165026 2006 HYDRA RIG NRP12000
V0189	TR	5DDKM402171003026 2007 RHINO RHINO Q
V0190	MV	5KJJALBG2CPBU4700 2012 WESTERN STAR 4900
V0191	MV	1XPTD49X7DD166327 2013 PETERBILT 367
V0192	TR	5DDKM402971003078 2007 RHINO RHINO Q
V0193	MV	5KJRALBG2CPBE2301 2012 WESTERN STAR 4900
V0194	MV	5KJRALBG4CPBE2302 2012 WESTERN STAR 4900
V0195	MV	1XPTD49XXDD166161 2013 PETERBILT 367
V0196	MV	1XPTD49X2DD166431 2013 PETERBILT 367
V0197	MV	1XPTD49X1DD183298 2013 PETERBILT 367
V0198	TR	2PLC041337BL13145 2007 S&S SRP-2250.3
V0199	MV	5KJRALBG8CPBE2299 2012 WESTERN STAR 4900
V0200	MV	1XPTD49X9DD166247 2013 PETERBILT 367

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0201	MV	1XPTD49X5DD166150	2013 PETERBILT 367	
V0202	MV	1XPTD49X7DD166389	2013 PETERBILT 367	
V0203	TR	5DDKM362671002987	2007 BLENDER 125-E	
V0204	MV	5KJJALBG0CPBE2259	2012 WESTERN STAR 4900	
V0205	MV	5KJJALBG6CPBE2279	2012 WESTERN STAR 4900	
V0206	TR	2T9NSY3P65E165024	2005 HYDRA RIG 840K	
V0207	TR	2T9NSY3P85E165025	2005 HYDRA RIG N2 PUMPER	
V0208	TR	2T9NSY3PX5E165026	2005 HYDRA 840K SCFH 15K PSI	
V0209	MV	5KJRALBG9CPBE2098	2012 WESTERN STAR 4900	
V0210	MV	5KJRALBG3CPBE2100	2012 WESTERN STAR 4900	
V0211	MV	5KJRALBG7CPBE2097	2012 WESTERN STAR 4900	

V0212	MV	5KJRALBG5CPBE2096	2012	WESTERN STAR	4900
V0213	MV	5KJRALBG0CPBE2099	2012	WESTERN STAR	4900
V0214	TR	1010126439	2012	CONVEY-ALL	T800
V0215	TR	1010126440	2013	CONVEY-ALL	SK4400
V0216	MV	1XPTD49X1DD163312	2013	PETERBILT	367
V0217	MV	1XPTD49X0DD166430	2012	PETERBILT	367
V0218	MV	1XPTD49XXBD123131	2011	PETERBILT	367
V0219	MV	1XPTD49X8BD123130	2011	PETERBILT	367
V0220	MV	1XPTD49X6DD166108	2013	PETERBILT	367
V0221	MV	1XPTD49X3CD137583	2012	PETERBILT	367
V0222	MV	1XPTD49X4CD155140	2013	PETERBILT	367
V0223	MV	1NKCL40X07R932535	2007	KENWORTH C5	SERIES
V0224	MV	5KKPALBGXBAX2214	2011	WESTERN STAR	4900
V0225	MV	5KKPALBG1BPAX2215	1993	WESTERN STAR	WB123086S
V0226	MV	1XPTD49X0CD137766	2012	PETERBILT	367
V0227	MV	1XPTD49X1CD137582	2012	PETERBILT	367
V0228	MV	5KJJALBGXCPBE2270	2012	WESTERN STAR	4900
V0229	MV	5KJJALBG3CPBE2272	2012	WESTERN STAR	4900
V0230	TR	1Z9FF2124FH368031	2015	ORS BOOST	
V0231	MV	5KJJALBG8BPAZ6232	2011	WESTERN STAR	4900
V0232	TR	1Z9FF2122FH368030	2015	ORS BOOST	
V0233	MV	1XPTD49X7BD123166	2011	PETERBILT	367
V0234	MV	1XPTD49X5BD123151	2011	PETERBILT	367
V0235	TR	2PLC040395BM12117	2005	PEERLESS SRP-2250.2	
V0236	MV	1XPTD49X3BD117090	2011	PETERBILT	367
+++	TR	1C9SC532XBM811000	2011	CVA-23.5K-35-TR-D-HY	
V0238	MV	5KJJALBG1CPBE2271	2012	WESTERN STAR	4900
V0239	MV	5KJJALBG5CPBE2273	2012	WESTERN STAR	4900
V0240	TR	5DDKM362971002675	2007	KALYN BLENDER	
+++	TR	1C9SC5329BM810999	2011	CVA-23.5K-35-TR-D-HY	
V0242	MV	5KJJALBG3CPBE2269	2012	WESTERN STAR	4900
V0243	MV	5KJJALBG7CPBE2260	2012	WESTERN STAR	4900
V0244	MV	5KJJALBG1CPBE2268	2012	WESTERN STAR	4900
V0245	MV	1XPTD49X4BD116997	2011	PETERBILT	367
V0246	MV	1XPTD49X1BD117086	2011	PETERBILT	367
V0247	MV	1NKCL40X57R932532	2007	KENWORTH C5	SERIES
V0248	MV	1XPTD49X5BD117009	2011	PETERBILT	367
V0249	MV	5KJJALBG6CPBE2265	2012	WESTERN STAR	4900
V0250	MV	5KJJALBGXCPBU4685	2012	WESTERN STAR	4900
V0251	MV	5KJJALBG2CPBE2263	2012	WESTERN STAR	4900
V0252	MV	2NP2HN7X2CM137944	2012	PETERBILT	337
V0253	MV	1XPTD49X7CD137442	2012	PETERBILT	367
V0254	MV	5KJJALBG5BPAY9352	2011	WESTERN STAR	4900
V0255	MV	5KJJALBG4BPAZ6230	2011	WESTERN STAR	4900

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

V0256	MV	5KJJALBG7CPBU4675	2012	WESTERN STAR 4900
V0257	MV	5KJJALBG4CPBU4682	2012	WESTERN STAR 4900
V0258	MV	5KJJALBG3CPBU4687	2012	WESTERN STAR 4900
V0259	MV	5KJJALBG5CPBU4688	2012	WESTERN STAR 4900
V0260	MV	5KJJALBG7CPBU4689	2012	WESTERN STAR 4900
V0261	MV	5KJJALBG5CPBU4691	2012	WESTERN STAR 4900
V0262	MV	5KJJALBG7CPBU4692	2012	WESTERN STAR 4900
V0263	MV	5KJJALBG9CPBU4693	2012	WESTERN STAR 4900
V0264	MV	5KJJALBG0CPBU4694	2012	WESTERN STAR 4900
V0265	MV	5KJJALBG2CPBU4695	2012	WESTERN STAR 4900
V0266	MV	5KJJALBG6BPAZ6231	2011	WESTERN STAR 4900
V0267	MV	5KJJALBGXCPBE2267	2012	WESTERN STAR 4900
V0268	MV	5KJJALBG2CPBE2280	2012	WESTERN STAR 4900
V0269	MV	5KJJALBG5CPBU4674	2012	WESTERN STAR 4900
V0270	MV	5KJJALBG0CPBU4677	2012	WESTERN STAR 4900
V0271	MV	5KJJALBG2CPBU4678	2012	WESTERN STAR 4900
V0272	MV	5KJJALBG0CPBU4680	2012	WESTERN STAR 4900
V0273	MV	5KJJALBG6CPBU4683	2012	WESTERN STAR 4900
V0274	MV	5KJJALBG4CPBU4696	2012	WESTERN STAR 4900
V0275	MV	5KJJALBG8CPBU4684	2012	WESTERN STAR 4900
V0276	MV	1XPTD49X3CD137535	2012	PETERBILT 367
V0277	TR	1C9SB542XB1109407	2011	CAMBELT CD24
V0278	MV	5KJJALBG8BPAZ5095	2011	WESTERN STAR 4900
V0279	MV	5KJJALBGXBPAZ5096	2011	WESTERN STAR 4900
V0280	MV	5KJJALBG1BPAZ5097	2011	WESTERN STAR 4900
+++	MV	5KJJALBG8CPBE2283	2012	WESTERN STAR 4900
V0282	MV	5KJJALBG7CPBE2288	2012	WESTERN STAR 4900
V0283	MV	5KJJALBG5CPBE2290	2012	WESTERN STAR 4900
V0284	MV	5KJJALBG8CPBE2297	2012	WESTERN STAR 4900
V0285	MV	5KJJALBGXCPBE2298	2012	WESTERN STAR 4900
V0286	MV	5KJJALBG3CPBU4690	2012	WESTERN STAR 4900
V0287	MV	5KJJALBG9CPBE2261	2012	WESTERN STAR 4900
V0288	MV	5KJJALBG7CPBE2310	2012	WESTERN STAR 4900
V0289	MV	5KJRALBGXCPBE2305	2012	WESTERN STAR 4900
V0290	MV	5KJRALBG9CPBE2103	2012	WESTERN STAR 4900
V0291	MV	5KJJALBG9CPBE2311	2012	WESTERN STAR 4900
V0292	MV	5KJJALBG3CPBE2286	2012	WESTERN STAR 4900
V0293	MV	5KJJALBG7CPBE2291	2012	WESTERN STAR 4900
+++	MV	5KJJALBG9CPBE2292	2012	WESTERN STAR 4900
V0295	MV	5KJJALBG0CPBE2309	2012	WESTERN STAR 4900
+++	MV	5KJRALBG7CPBE2102	2012	WESTERN STAR 4900
V0297	MV	5KJJALBG0CPBE2312	2012	WESTERN STAR 4900
V0298	TR	5DDKM402371002699	2007	RHINO RHINO Q
V0299	TR	2PLC042246BM12738	2006	PEERLESS CH-42-2A
V0300	MV	5KJJALBG4CPBE2278	2012	WESTERN STAR 4900
V0301	MV	5KJJALBG2CPBE2277	2012	WESTERN STAR 4900
V0302	MV	5KJJALBG4CPBE2264	2012	WESTERN STAR 4900
V0303	TR	5DDKM402571002557	2007	RHINO RHINO Q
V0304	MV	5KJJALBG0CPBE2276	2012	WESTERN STAR 4900
V0305	MV	5KJRALBG5CPBE2101	2012	WESTERN STAR 4900
V0306	MV	5KJJALBG9CPBE2275	2012	WESTERN STAR 4900
V0307	MV	5KJJALBG2BPAY9356	2011	WESTERN STAR 4900
V0308	MV	5KJJALBG8CPBE2266	2012	WESTERN STAR 4900

V0309 MV 5KJJALBG7CPBE2307 2012 WESTERN STAR 4900
V0310 MV 5KJJALBG9CPBE2308 2012 WESTERN STAR 4900

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0311 MV	1NKCL40X97R932534	2007	KENWORTH C5 SERIES	
V0312 TR	2T9NSY3PX6E165027	2006	HYDRA RIG NS271	
V0313 MV	5KJJALBG0BPAY9355	2011	WESTERN STAR 4900	
V0314 TR	1A9L7452X8A245540	2008	ATOKA HRS-10001	
V0315 TR	5DDKM402371003061	2007	KALYN 4 IN, FIG. 1002	
V0316 MV	5KJJALBG2BPAY7929	2011	WESTERN STAR 4900	
V0317 MV	5KJJALBGXBPAY7936	2011	WESTERN STAR 4900	
V0318 MV	5KJJALBG6BPAY9344	2011	WESTERN STAR 4900	
V0319 MV	5KJJALBG2BPAY9342	2011	WESTERN STAR 4900	
V0320 MV	5KJJALBG4BPAY9343	2011	WESTERN STAR 4900	
V0321 MV	5KJJALBG8BPAY7935	2011	WESTERN STAR 4900	
+++ MV	5KJJALBG5BPAY9349	2011	WESTERN STAR 4900	
V0323 MV	5KJJALBG3BPAY9351	2011	WESTERN STAR 4900	
V0324 MV	5KJJALBG6BPAY7934	2011	WESTERN STAR 4900	
V0325 MV	5KJJALBG9BPAY9354	2011	WESTERN STAR 4900	
V0326 MV	5KJJALBG0BPAY7931	2011	WESTERN STAR 4900	
V0327 MV	5KJJALBG3BPAY9348	2011	WESTERN STAR 4900	
V0328 MV	5KJJALBG8BPAY9345	2011	WESTERN STAR 4900SA	
V0329 MV	5KJJALBG1BPAY9350	2011	WESTERN STAR 4900	
V0330 TR	2PLC042375BM12112	2005	PEERLESS CH-42-3A	
V0331 MV	5KJJALBG5CPBE2306	2012	WESTERN STAR 4900	
+++ MV	5KJRALBG3BPAX2990	2011	WESTERN STAR 4900	
V0333 MV	5KJRALBG0BPAX2994	2011	WESTERN STAR 4900	
V0334 MV	2NP2HN7X3CM137953	2012	PETERBILT 337	
V0335 TR	2PLC03527VBJ84920	1997	PEERLESS CH-40-8-A	
V0336 MV	5KJRALBG7BPAX2989	2011	WESTERN STAR 4900	
V0337 MV	5KJRALBG9BPAX2993	2011	WESTERN STAR 4900	
V0338 MV	5KJRALBG5BPAX2991	2011	WESTERN STAR 4900	
V0339 MV	5KJJALBG1BPAY9347	2011	WESTERN STAR 4900	
V0340 MV	5KJJALBGXBPAY9346	2011	WESTERN STAR 4900	
V0341 MV	1XPTD49X49D773373	2009	PETERBILT 367	
V0342 MV	5KJJALDR2BPAW9123	2011	WESTERN STAR 4900	
V0343 MV	5KJJALDR4BPAW9124	2011	WESTERN STAR 4900	
V0344 TR	1B9WS56278T287171	2008	SAND KING SK4000	
V0345 TR	2T9SASUB77D016135	2007	TYCROP TRA/REM INCOMPLETE	
V0346 TR	1T9JBHE159T499382	2009	THERM DYNAMICS TD1200	
V0347 MV	5KJJALBG2BPAY7932	2011	WESTERN STAR 4900	
V0348 MV	1XPTD49X19S773413	2008	PETERBILT 367	
V0349 MV	1XPFD49X57D656363	2007	PETERBILT 378	
V0350 TR	1PMS34331C1039557	2012	POLAR SK-4000	
V0351 TR	1C9SC4431BM810996	2011	CVA-9.4K-90-TR-P-TRI-MW	

V0352	TR	1C9SC443XBM810995 2011 CVA-9.4K-90-TR-P-TRI-MW
V0353	MV	1XKDD40X77R932250 2007 KENWORTH T8 SERIES
V0354	MV	5KJJALBG4BPAY7933 2011 WESTERN STAR 4900
V0355	MV	1XPTD49X29D788910 2009 PETERBILT 367
V0356	MV	5KJJALDR8APAL1281 2010 WESTERN STAR 4900
V0357	MV	5KJJALDRXAPAL1282 2010 WESTERN STAR 4900
V0358	MV	5KJJALDRXAPAL1279 2010 WESTERN STAR 4900
V0359	MV	1NKCL40X97R995861 2007 KENWORTH C5 SERIES
V0360	MV	5KJJALDRX9PAL1276 2009 WESTERN STAR 4900
V0361	TR	16VCX1625D4D57770 2013 BIG TEX TRAILER
V0362	TR	2511106184 2012 SAND KING SK4002
V0363	TR	2511106182 2010 SAND KING SK4002
V0364	TR	2511106183 2012 SAND KING SK4002
V0365	TR	2511106185 2012 SAND KING SK4002

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0366	TR	2PLC041236BB12757	2006 PEERLESS CH-41-2A	
V0367	TR	1NKDL40X57R995991	2007 KENWORTH T800	
+++	MV	1XKDD00X87R992966	2007 KENWORTH T8 SERIES	
V0369	MV	1NKCL40X77R995860	2007 KENWORTH C5 SERIES	
V0370	MV	2NP2HN7X5BM116908	2011 PETERBILT 337	
V0371	MV	1XKDD00X47R997520	2007 KENWORTH T8 SERIES	
V0372	MV	1XKDD00X67R997535	2007 KENWORTH T8 SERIES	
V0373	TR	2PLC041225BM12110	2005 PEERLESS CH-41-2A	
V0374	TR	1T9SS5612FR719667	2015 TV PORT-A-BULK	
V0375	TR	1T9SS5610FR719781	2015 TV PORT-A-BULK	
V0376	TR	1T9SS5610FR719666	2015 TV PORT-A-BULK	
V0377	MV	1XPTD49XX8D656346	2008 PETERBILT 367	
V0378	MV	1XPTD49X68D740048	2008 PETERBILT 367	
V0379	MV	1XKDD00X77R995910	2007 KENWORTH T8 SERIES	
V0380	TR	2PLC041226BJ12536	2006 TYCROP CHASSIS CH-41-2A	
V0381	TR	2PLC04126BJ12535	2006 TYCROP CHASSIS CH-41-2A	
V0382	TR	2PLC041246BJ12537	2006 PEERLESS CH-41-2A	
V0383	MV	1NKCL40X57R995856	2007 KENWORTH C5 SERIES	
V0384	MV	1NKCL40X27R995846	2007 KENWORTH C5 SERIES	
V0385	MV	2NP3LN9X9DM172207	2013 PETERBILT 348	
V0386	TR	2PLG04128BC11752	2008 PEERLESS CH-41-2A	
V0387	MV	1XPTD49XX8D739890	2008 PETERBILT 367	
V0388	MV	1XKDD00X27R995894	2007 KENWORTH T8 SERIES	
V0389	TR	1T9SS5614FR719783	2015 TV SINGLE COMPARTMENT	
V0390	MV	5KJRALBGXBPBE2092	2011 WESTERN STAR 4900	
V0391	MV	5KJRALBG1BPBE2093	2011 WESTERN STAR 4900	
V0392	MV	5KJRALBG1CPBE2094	2012 WESTERN STAR 4900	
V0393	MV	5KJRALBG3CPBE2095	2012 WESTERN STAR 4900	
V0394	TR	1T9SS561XFR719786	2015 TROXELL-VIKING	

V0395	TR	1T9SS5612FR719782	2015	TV SINGLE COMPARTMENT
V0396	TR	1T9SS5616FR719784	2015	TROXELL-VIKING
V0397	TR	1T9SS5618FR719785	2015	TROXELL-VIKING
V0398	TR	17YBP1621CB051027	2012	TRAILER&WHEEL 1100 CU.FT
V0399	TR	2PLC042326BA12754	2006	PEERLESS CH-42-3A
V0400	TR	2PLC042326BB12756	2006	PEERLESS CH-42-3A
V0401	TR	2806106123	2010	CONVEY-ALL SAND KING 4002
V0402	MV	1XPFD49X27D656367	2007	PETERBILT 378
V0403	MV	5KJJALDR49PAL1242	2009	WESTERN STAR 4900
V0404	TR	1403106071	2010	CONVEY-ALL SK 4002
V0405	TR	1403106070	2010	CONVEY-ALL SK 4002
V0406	TR	2PLC042307BH13178	2007	PEERLESS CH-42-3A
V0407	TR	2PLC042347BK13182	2007	PEERLESS CH-42-3A
V0408	TR	2PLC042347BJ13180	2007	PEERLESS CH-42-3A
V0409	TR	2PLC042367BJ13181	2007	PEERLESS CH-42-3A
V0410	TR	2PLC042347GJ13179	2007	PEERLESS CH-42-3A
V0411	TR	2PLC042397BH13177	2007	PEERLESS CH-42-BA
V0412	TR	5DDKM362061002319	2006	KALYN
V0413	TR	1403106072	2010	CONVEY-ALL SK 4002
V0414	TR	1403106073	2010	CONVEY-ALL SK 4002
V0415	TR	1403106074	2010	CONVEY-ALL SK 4002
V0416	TR	1403106075	2010	CONVEY-ALL SK 4002
V0417	TR	2PLC042377BH13176	2007	PEERLESS CH-42-BA
V0418	MV	3WKDD40X96F986604	2006	KENWORTH T8 SERIES
V0419	TR	2PLC042367BK13183	2007	PEERLESS CH-42-3A
V0420	MV	1XPTD49X99D773451	2009	PETERBILT 367

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Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0421	MV	3BKBL59X6AF943841	2010	KENWORTH
V0422	MV	1XKDD00XX7R997523	2007	KENWORTH T8 SERIES
V0423	TR	2PLC042346BA12755	2006	PEERLESS CH-42-3A
V0424	MV	1XKDD00X37R996097	2007	KENWORTH T8 SERIES
V0425	MV	3WKDD40X96F986912	2006	KENWORTH T8 SERIES

General Collateral:

THE DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY (AS DEFINED BELOW), IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):

(A) ALL EQUIPMENT (AS DEFINED BELOW);

(B) ALL CERTIFICATES OF TITLE (AS DEFINED BELOW), BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE EQUIPMENT;

(C) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS (AS DEFINED BELOW) OF ANY AND ALL OF THE FOREGOING, IN EACH CASE, TO THE EXTENT

IDENTIFIABLE;

PROVIDED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (C) OR ANY OTHER PART OF THE CANADIAN SECURITY AGREEMENT (AS DEFINED BELOW) OR ANY OTHER LOAN DOCUMENT (AS DEFINED IN THE CREDIT AGREEMENT AS DEFINED BELOW), THE SECURITY INTEREST CREATED BY THE CANADIAN SECURITY AGREEMENT SHALL NOT EXTEND TO, AND THE TERM "COLLATERAL", AND OTHER TERMS DEFINING THE COMPONENTS OF THE COLLATERAL IN THE FOREGOING CLAUSES (A) THROUGH (C) SHALL NOT INCLUDE, AND NONE OF THE REPRESENTATIONS, WARRANTIES, COVENANTS OR ANY OTHER PROVISIONS IN THE CANADIAN SECURITY AGREEMENT SHALL BE DEEMED TO APPLY TO, ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA (AS DEFINED IN THE CREDIT AGREEMENT):

- (A) CHATTEL PAPER;
- (B) GOODS;
- (C) INSTRUMENT;
- (D) INTANGIBLE;
- (E) INVESTMENT PROPERTY;
- (F) MONEY;
- (G) PROCEEDS;
- (H) SECURITIES ACCOUNT; AND
- (I) SECURITY ENTITLEMENTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AS DEFINED BELOW) (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):

- (A) CERTIFICATE OF TITLE;
- (B) COMMODITY ACCOUNT;
- (C) COMMERCIAL TORT CLAIM;
- (D) DOCUMENTS;
- (E) FIXTURES; AND
- (F) LETTER-OF-CREDIT RIGHTS.

AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS OTHER THAN

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"DEBTOR" AND "SECURED PARTY" SHALL HAVE THE FOLLOWING MEANINGS AS SET OUT IN THE "CANADIAN SECURITY AGREEMENT" DATED JANUARY 28, 2019 AMONG INTER ALIOS THE DEBTOR AND THE SECURED PARTY:

"ABL SECURITY AGREEMENT" SHALL MEAN, COLLECTIVELY (I) THAT CERTAIN AMENDED AND RESTATED U.S. SECURITY AGREEMENT, DATED AS OF OCTOBER 3, 2018 AND (II) THAT CERTAIN AMENDED AND RESTATED CANADIAN SECURITY AGREEMENT, DATED AS OF OCTOBER 3, 2018, IN EACH CASE, AS AMENDED BY THAT CERTAIN SECOND AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT AND FIRST AMENDMENT TO CANADIAN SECURITY AGREEMENT AND U.S.

SECURITY AGREEMENT, DATED AS OF JANUARY 28, 2019.

"ACCOUNT" SHALL MEAN EACH AND EVERY "ACCOUNT" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING AN "ACCOUNT" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.

"BORROWER" SHALL MEAN BJ SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

"COPYRIGHT LICENSES" SHALL MEAN ALL AGREEMENTS, LICENSES AND COVENANTS PROVIDING FOR THE GRANT TO OR FROM THE DEBTOR OF ANY RIGHT IN OR TO ANY COPYRIGHT OR OTHERWISE PROVIDING FOR A COVENANT NOT TO SUE FOR INFRINGEMENT OR OTHER VIOLATION OF ANY COPYRIGHT.

"COPYRIGHTS" SHALL MEAN, WITH RESPECT TO THE DEBTOR, ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL WORKS OF AUTHORSHIP AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN, ALL CANADIAN, UNITED STATES AND FOREIGN COPYRIGHTS (WHETHER OR NOT THE UNDERLYING WORKS OF AUTHORSHIP HAVE BEEN PUBLISHED), INCLUDING BUT NOT LIMITED TO COPYRIGHTS IN SOFTWARE AND DATABASES, ALL DESIGNS (INCLUDING BUT NOT LIMITED TO ALL INDUSTRIAL DESIGNS, "PROTECTED DESIGNS" WITHIN THE MEANING OF 17 U.S.C. 1301 ET. SEQ. AND COMMUNITY DESIGNS), AND ALL

"MASK WORKS"(AS DEFINED IN 17 U.S.C. 901 OF THE U.S. COPYRIGHT ACT), WHETHER REGISTERED OR UNREGISTERED, AND WITH RESPECT TO ANY AND ALL OF THE FOREGOING: (A) ALL REGISTRATIONS AND APPLICATIONS IN THE CANADIAN INTELLECTUAL PROPERTY OFFICE OR ANY SIMILAR OFFICE OR AGENCY IN CANADA, ANY PROVINCE OR TERRITORY THEREOF, OR ANY OTHER COUNTRY OR POLITICAL SUBDIVISION THEREOF FOR REGISTRATION THEREOF, (B) ALL EXTENSIONS, RENEWALS, AND RESTORATIONS THEREOF, (C) ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT OR OTHER VIOLATION THEREOF, (D) ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, LICENSE FEES, ROYALTIES, INCOME, PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO, AND (E) ALL OTHER RIGHTS OF ANY KIND ACCRUING THEREUNDER OR PERTAINING THERETO THROUGHOUT THE WORLD.

"CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN TERM LOAN CREDIT AND GUARANTY AGREEMENT, DATED ON OR ABOUT JANUARY 28, 2019, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON (AS DEFINED IN THE CREDIT AGREEMENT) PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.

"EQUIPMENT" SHALL MEAN ALL GOODS THAT CONSTITUTE "EQUIPMENT" (AS DEFINED IN THE PPSA), MACHINERY AND SIMILAR GOODS, INCLUDING, WITHOUT

LIMITATION, VEHICLES, OTHER SIMILAR MOBILE GOODS, AND OTHER SERIAL NUMBER GOODS, OF THE DEBTOR, INCLUDING, IN EACH CASE, ALL ACCESSORIES, SUPERSTRUCTURES AND RACKS RELATING TO THE FOREGOING, BUT EXCLUDING, IN EACH CASE, ANY INVENTORY.

"EXCLUDED PROPERTY" SHALL MEAN:

- (A) ANY EQUITY INTERESTS (AS DEFINED IN THE CREDIT AGREEMENT);
- (B) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS (OTHER THAN DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT ARE CREATED PURSUANT TO SECTION 2.05(B)(I) OR (II) OF THE CREDIT AGREEMENT);
- (C) ANY ACCOUNTS;
- (D) ANY INVENTORY;
- (E) ANY FIXTURES;
- (F) ANY REAL PROPERTY;
- (G) ANY INTELLECTUAL PROPERTY;
- (H) ANY INTANGIBLE AND CHATTEL PAPER;
- (I) ANY INVESTMENT PROPERTY;
- (J) TO THE EXTENT NOT CONSTITUTING IDENTIFIABLE PROCEEDS OF COLLATERAL, ANY INSTRUMENT;
- (K) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE BORROWER AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN (AS DEFINED IN THE CREDIT AGREEMENT), PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTIES OF THE SECURITY TO BE AFFORDED THEREBY;
- (L) ANY LETTER-OF-CREDIT RIGHTS;
- (M) ANY COMMERCIAL TORT CLAIMS;
- (N) ANY SECURITY ENTITLEMENTS;
- (O) ANY DOCUMENTS OTHER THAN CERTIFICATES OF TITLE AND BOOKS AND RECORDS PERTAINING TO ANY OF THE EQUIPMENT;
- (P) TO THE EXTENT NOT CONSTITUTING IDENTIFIABLE PROCEEDS OF COLLATERAL, ALL CASH EQUIVALENTS (AS DEFINED IN THE CREDIT AGREEMENT) OTHER CASH AND MONEY;
- (Q) ANY GOODS (OTHER THAN TO THE EXTENT CONSTITUTING EQUIPMENT);
- (R) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS (AS DEFINED IN THE CREDIT AGREEMENT), EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (AS DEFINED IN THE CREDIT AGREEMENT) (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (R);
- (S) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE (AS DEFINED IN THE CREDIT AGREEMENT) OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN, (I) IS VOID, VOIDABLE, ILLEGAL,

PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN ANY DEBTOR), EXCEPT TO THE EXTENT ANY SUCH

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TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (I);

(T) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO COLLATERAL;

(U) [RESERVED]; AND

(V) ANY "COLLATERAL" AS DEFINED IN OR UNDER THE ABL SECURITY AGREEMENT, AS IN EFFECT ON THE CLOSING DATE (AS DEFINED IN THE CREDIT AGREEMENT).

"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER CANADIAN, UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, INDUSTRIAL DESIGNS, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.

"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

"PATENT LICENSES" SHALL MEAN ALL AGREEMENTS, LICENSES AND COVENANTS PROVIDING FOR THE GRANT TO OR FROM THE DEBTOR OF ANY RIGHT IN OR TO ANY PATENT OR OTHERWISE PROVIDING FOR A COVENANT NOT TO SUE FOR INFRINGEMENT OR OTHER VIOLATION OF ANY PATENT.

"PATENTS" SHALL MEAN, WITH RESPECT TO THE DEBTOR, ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL PATENTABLE INVENTIONS AND DESIGNS, ALL UNITED STATES, CANADIAN, FOREIGN, AND MULTINATIONAL PATENTS, CERTIFICATES OF INVENTION, AND SIMILAR INDUSTRIAL PROPERTY RIGHTS, AND APPLICATIONS FOR ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, (A) ALL REISSUES, SUBSTITUTES, DIVISIONS, CONTINUATIONS, CONTINUATIONS-IN-PART, EXTENSIONS, RENEWALS, AND REEXAMINATIONS THEREOF, (B) ALL INVENTIONS AND IMPROVEMENTS DESCRIBED AND CLAIMED THEREIN, (C) ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT OR OTHER VIOLATION THEREOF, (D) ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, LICENSE FEES, ROYALTIES, INCOME, PAYMENTS, CLAIMS, DAMAGES, PROCEEDS OF SUIT AND OTHER PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO, AND (E) ALL OTHER RIGHTS ACCRUING THEREUNDER OR PERTAINING THERETO THROUGHOUT THE WORLD.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND

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INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"TRADEMARK LICENSES" SHALL MEAN ALL AGREEMENTS, LICENSES AND COVENANTS PROVIDING FOR THE GRANT TO OR FROM THE DEBTOR OF ANY RIGHT IN OR TO ANY TRADEMARK OR OTHERWISE PROVIDING FOR A COVENANT NOT TO SUE FOR INFRINGEMENT, DILUTION, OR OTHER VIOLATION OF ANY TRADEMARK OR PERMITTING CO-EXISTENCE WITH RESPECT TO A TRADEMARK.

"TRADEMARKS" SHALL MEAN, WITH RESPECT TO THE DEBTOR, ALL OF SUCH DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL DOMESTIC, FOREIGN AND MULTINATIONAL TRADEMARKS, SERVICE MARKS, TRADE NAMES, CORPORATE NAMES, COMPANY NAMES, BUSINESS NAMES, FICTITIOUS BUSINESS NAMES, TRADE DRESS, TRADE STYLES, LOGOS, INTERNET DOMAIN NAMES, OTHER INDICIA OF ORIGIN OR SOURCE IDENTIFICATION, AND GENERAL INTANGIBLES OF A LIKE NATURE, WHETHER REGISTERED OR UNREGISTERED, AND, WITH RESPECT TO ANY AND ALL OF THE FOREGOING, (A) ALL REGISTRATIONS AND APPLICATIONS FOR REGISTRATION THEREOF, (B) ALL EXTENSIONS AND RENEWALS THEREOF, (C) ALL OF THE GOODWILL OF THE BUSINESS CONNECTED WITH THE USE OF AND SYMBOLIZED BY ANY OF THE FOREGOING, (D) ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, OR OTHER VIOLATION THEREOF, (E) ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, LICENSE FEES, ROYALTIES, INCOME, PAYMENTS, CLAIMS, DAMAGES, PROCEEDS OF SUIT AND OTHER PAYMENTS NOW OR HEREAFTER DUE

AND/OR PAYABLE WITH RESPECT THERETO, AND (F) ALL OTHER RIGHTS OF ANY KIND ACCRUING THEREUNDER OR PERTAINING THERETO THROUGHOUT THE WORLD. "TRADE SECRETS" SHALL MEAN, WITH RESPECT TO THE DEBTOR, ALL OF SUCH DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL TRADE SECRETS AND ALL CONFIDENTIAL AND PROPRIETARY INFORMATION, INCLUDING KNOW-HOW, MANUFACTURING AND PRODUCTION PROCESSES AND TECHNIQUES, INVENTIONS, RESEARCH AND DEVELOPMENT INFORMATION, TECHNICAL DATA, FINANCIAL, MARKETING AND BUSINESS DATA, PRICING AND COST INFORMATION, BUSINESS AND MARKETING PLANS, AND CUSTOMER AND SUPPLIER LISTS AND INFORMATION, AND WITH RESPECT TO ANY AND ALL OF THE FOREGOING (A) ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE MISAPPROPRIATION OR OTHER VIOLATION THEREOF, (B) ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, LICENSE FEES, ROYALTIES, INCOME, PAYMENTS, CLAIMS, DAMAGES, PROCEEDS OF SUIT AND OTHER PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO, AND (C) ALL OTHER RIGHTS OF ANY KIND ACCRUING THEREUNDER OR PERTAINING THERETO THROUGHOUT THE WORLD.

"TRADE SECRET LICENSES" SHALL MEAN ALL AGREEMENTS, LICENSES AND COVENANTS PROVIDING FOR THE GRANT TO OR FROM THE DEBTOR OF ANY RIGHT IN OR TO ANY TRADE SECRET OR OTHERWISE PROVIDING FOR A COVENANT NOT TO SUE FOR MISAPPROPRIATION OR OTHER VIOLATION OF A TRADE SECRET.

"UCC" SHALL MEAN THE "UNIFORM COMMERCIAL CODE" AS DEFINED IN THE CREDIT AGREEMENT.

"VEHICLES" SHALL MEAN ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, MOBILE HOMES, DESIGNATED MANUFACTURED HOMES, AIRPLANES OR AIRCRAFT, BOATS, OUTBOARD MOTORS FOR BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER MOTOR VEHICLES AND SERIAL NUMBER GOODS, WHETHER OR NOT COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

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Registering

Party: MILLER THOMSON LLP
400 - 725 GRANVILLE STREET
VANCOUVER BC V7Y 1G5

----- P A R T I A L D I S C H A R G E -----

Reg. #: 536338L Reg. Date: MAY 30, 2019

Reg. Time: 15:08:37

Control #: D6074972

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 286839L Base Reg. Date: JAN 28, 2019

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ TR 1C9SC532XBM811000 2011 CVA-23.5K-35-TR-D-HY

** DELETED **

+++ TR 1C9SC5329BM810999 2011 CVA-23.5K-35-TR-D-HY

Registering

Party: MILLER THOMSON LLP

400 - 725 GRANVILLE STREET

VANCOUVER BC V7Y 1G5

----- P A R T I A L D I S C H A R G E -----

Reg. #: 898572L Reg. Date: NOV 18, 2019

Reg. Time: 13:36:38

Control #: D6444013

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 286839L Base Reg. Date: JAN 28, 2019

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#

** DELETED **

+++ MV 5KJJALBG8CPBE2283 2012 WESTERN STAR 4900

** DELETED **

+++ MV 5KJJALBG9CPBE2292 2012 WESTERN STAR 4900

** DELETED **

+++ MV 5KJRALBG7CPBE2102 2012 WESTERN STAR 4900

** DELETED **

+++ MV 5KJJALBG5BPAY9349 2011 WESTERN STAR 4900

** DELETED **

+++ MV 5KJRALBG3BPAX2990 2011 WESTERN STAR 4900

** DELETED **

+++ MV 1XKDD00X87R992966 2007 KENWORTH T8 SERIES

Registering

Party: BENNETT JONES SLP

855 †, 2ND STREET SW

CALGARY AB T2P 4K7

Continued on Page131

Search Criteria: BJ SERVICES HOLDINGS CANADA ULC

Page:131

***** MISCELLANEOUS REGISTRATIONS ACT *****

*** DISCHARGED ***

Reg. Date: NOV 13, 2019	Reg. Length: INFINITY
Reg. Time: 11:51:01	Expiry Date: N/A
Base Reg. #: 889910L	Control #: D6435150

S0001 Secured Party: HER MAJESTY THE QUEEN IN THE RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
1802 DOUGLAS STREET
VICTORIA BC V8T 4K6

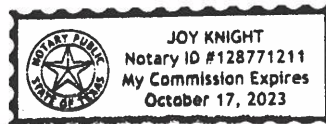
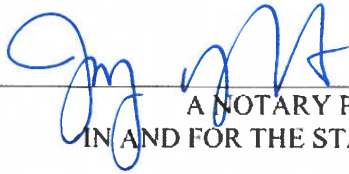
General Collateral:
ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY,
INCLUDING BUT NOT RESTRICTED TO MACHINERY, EQUIPMENT, FURNITURE,
FIXTURES, INVENTORY AND RECEIVABLES.

-----TOTAL DISCHARGE-----

Registering
Party: RECEIVABLES MANAGEMENT OFFICE - IVA
BARISIC
6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC V8T 4K6

[illegible]

THIS IS EXHIBIT "8" REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

Search ID #: Z12731104

Transmitting Party

Bennett Jones LLP

4500, 855 2nd Street SW
Calgary, AB T2P 4K7

Party Code: 60007906

Phone #: 403 298 3002

Reference #: 52292-29/CP/cr

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z12731104

Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 17052622884

Registration Date: 2017-May-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-May-26 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18100325449	Amendment	2018-Oct-03
18110727196	Amendment	2018-Nov-07
19012836016	Amendment	2019-Jan-28

Debtor(s)**Block****Status**

1	BJ SERVICES HOLDINGS CANADA, ULC 11211 FM 2920 ROAD TOMBALL, TX 77375

Current

Secured Party / Parties**Block****Status**

1	JPMORGAN CHASE BANK, N.A. 4 CMC, MAIL CODE NY1-C413 BROOKLYN, NY 11245-0001

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2NPLHN7X78M750590	2008	PETERBILT 335 MAINT TRUCK	MV - Motor Vehicle	Deleted By 19012836016
2	2NPLHZ7X87M669152	2007	PETERBILT 335 MAINT TRUCK	MV - Motor Vehicle	Deleted By 19012836016
3	2NP3LN9X3BM116857	2011	PETERBILT 348 STAKEBED	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

4	1XPTD49X38D739956	2008	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
5	1XPTD49X68D740048	2008	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
6	1XPTD49XX8D739890	2008	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
7	1XPTD49X49D773373	2009	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
8	1XPTD49X19S773413	2009	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
9	1XPTD49X99D773451	2009	PETERBILT 367 TRACTOR MV - Motor Vehicle UNI	Deleted By 19012836016
10	1XPTD49X4BD116997	2011	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
11	1XPTD49X1BD117086	2011	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
12	1XPTD49XXBD123131	2011	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
13	1XPTD49X8BD123130	2011	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
14	1XPTD49XX8D656346	2008	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
15	1XPFD49X27D656367	2007	PETERBILT 378 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
16	1XPFD49X57D656363	2007	PETERBILT 378 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
17	1XPFD49X05D884171	2005	PETERBILT 378 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
18	1XPFD49XX6D884213	2006	PETERBILT 378 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
19	1XP5DR9X9XD461116	1999	PETERBILT 379 TRACTOR MV - Motor Vehicle UNI	Deleted By 19012836016
20	1XPAD4TX56D898751	2006	PETERBILT 357 TRACTOR MV - Motor Vehicle CON	Deleted By 19012836016
21	1XPFP4TX84D815954	2004	PETERBILT 378 TRACTOR MV - Motor Vehicle CON	Deleted By 19012836016
22	1XPTD49X7CD137442	2012	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016
23	1XPTD49X3CD137583	2012	PETERBILT 367 TRACTOR MV - Motor Vehicle HYD	Deleted By 19012836016

Search ID #: Z12731104

24	2NP2HN7X8CM137950	2012	PETERBILT 337 MAINT TRUCK	MV - Motor Vehicle	Deleted By 19012836016
25	2NP2HN7X8CM137981	2012	PETERBILT 337 MAINT TRUCK	MV - Motor Vehicle	Deleted By 19012836016
26	2NP3LN9X8CM137396	2012	PETERBILT 348 STAKEBED	MV - Motor Vehicle	Deleted By 19012836016
27	1XPTD49X9DD166247	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
28	1XPTD49XXDD166161	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
29	1XPTD49X1DD163312	2013	PETERBILT 367 TRACTOR UNI	MV - Motor Vehicle	Deleted By 19012836016
30	1XPTD49X5DD166150	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
31	3WKDD40X06F986572	2006	KENWORTH T8 SERIES TR-17	MV - Motor Vehicle	Deleted By 19012836016
32	1XPTD49X6DD166108	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
33	2NP3LN9X0DM185816	2013	PETERBILT 348 STAKEBED	MV - Motor Vehicle	Deleted By 19012836016
34	1XPTD49X7DD166389	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
35	2NP2HN7X1DM172198	2013	PETERBILT 337 MAINT TRUCK	MV - Motor Vehicle	Deleted By 19012836016
36	2NP2HN7X9DM185846	2013	PETERBILT 337 MAINT TRUCK	MV - Motor Vehicle	Deleted By 19012836016
37	1XPTD49X0DD166430	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
38	1XPTD49X2DD166431	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
39	1XPTD49X1DD183298	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
40	1XPTD49X7DD166327	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
41	1XPTD49X4DD166480	2013	PTRB 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
42	17YBP1621CB051027	2012	1100 CU. FT. AIR COMPRESS	TR - Trailer	Deleted By 19012836016

Search ID #: Z12731104

43	1XKDD00X37R996097	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
44	1XKDD00X77R995910	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
45	3WKDD40X46F986915	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
46	1XKDD00X47R997520	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
47	1XKDD00X27R995894	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
48	1XKDD00X87R992966	2007	KENWORTH T8 SERIES TR-18	MV - Motor Vehicle	Deleted By 19012836016
49	1XKDD00X87R995902	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
50	1XKDD00X27R995913	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
51	1XKDD00X56R992681	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
52	1XKDD00X57R995906	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
53	3WKDD40X76F986603	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
54	3WKDD40X26F986606	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
55	3WKDD40X96F986893	2006	KENWORTH T8 SERIES TR-14	MV - Motor Vehicle	Deleted By 19012836016
56	3WKDD40X96F986604	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
57	1XKDD00X56R987531	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
58	5KJJALCK76PV17797	2006	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
59	1XKDD40X25R979800	2005	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
60	3WKDD40X06F986605	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
61	1XKDD00X97R994371	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
62	1XKDD00X67R992965	2007	KENWORTH T8 SERIES TR-18	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

63	1XKDD00X76R992679	2006	KENWORTH T8 SERIES TR-19	MV - Motor Vehicle	Deleted By 19012836016
64	1XKDD00X37R995886	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
65	3WKDD40X46F986607	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
66	1XKDD00X27R995880	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
67	1XKDD00X27R997533	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
68	1XKDD00X87R997522	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
69	1XKDD00X47R995895	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
70	1XKDD00X97R995892	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
71	1XKDD00X37R995919	2007	KENWORTH T8 SERIES TR-19	MV - Motor Vehicle	Deleted By 19012836016
72	5KJJALCK07PZ24202	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
73	5KJJALCK27PZ24203	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
74	1XKDD00X17R995899	2007	KENWORTH T8 SERIES TR-19	MV - Motor Vehicle	Deleted By 19012836016
75	3WKDD40X96F986912	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
76	1XKDD00X77R994370	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
77	5KJJALCK07PZ24197	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
78	1XKDD00X47R995900	2007	KENWORTH T8 SERIES TR-19	MV - Motor Vehicle	Deleted By 19012836016
79	1XKDD00X57R995923	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
80	5KJJALCK47PZ24204	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
81	1XKDD00X17R995918	2007	KENWORTH T8 SERIES TR-19	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

82	5KJJALCK77PZ24195	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
83	5KJJALCK97PZ24201	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
84	1XKDD40XX6J992178	2006	KENWORTH T8 SERIES TR-17	MV - Motor Vehicle	Deleted By 19012836016
85	5KJJALCK48PY65298	2008	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
86	5KJJALCK38PZ24213	2008	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
87	5KJJALCK77PZ24200	2007	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
88	5KJJALCK08PZ24217	2008	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
89	5KJJALCK48PZ24222	2008	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
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91	1XKDD00X97R997531	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
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93	5KJRALBG4CPBE2316	2012	WESTERN STAR 4900 TR-16	MV - Motor Vehicle	Deleted By 19012836016
94	1XKDD00X97R992698	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
95	3WKDD40X06F986569	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
96	1XKDD00X06R990868	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
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98	1XKDD40X86J992177	2006	KENWORTH T8 SERIES TR-17	MV - Motor Vehicle	Deleted By 19012836016
99	5KJJALCK28PZ24218	2008	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
100	2FZACHDC57AY20204	2007	STERLING ACTERRA TRUCK	MV - Motor Vehicle	Deleted By 19012836016
101	1XKDD00X87R995897	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

102	5KJJALBG8BPAZ6229	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
103	1XKDD40X45R979796	2005	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
104	5KJJALCK19PAH2380	2009	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
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109	1XKDD40X15R979786	2005	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
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111	5KJJALDR4BPAW9124	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
112	5KJRALBG7BPAX2989	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
113	5KJRALBG5BPAX2991	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
114	5KJRALBG9BPAX2993	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
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116	1XKDD00X76R987532	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
117	5KJJALDR8APAL1281	2010	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
118	5KJRALBG3BPAX2990	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
119	5KJJALDRXAPAL1279	2010	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
120	5KJJALDRX9PAL1276	2009	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

121	5KJJALDRXAPAL1282	2010	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
122	5KJJALCK88PZ24210	2008	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
123	5KJJALDR29PAL1272	2009	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
124	5KJJALBG2BPAY7929	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
125	5KJJALBG0BPAY7931	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
126	1XKDD40X77R932250	2007	KENWORTH T8 SERIES TR-17	MV - Motor Vehicle	Deleted By 19012836016
127	1XKDD00XX7R995920	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
128	1XKDD40X97R932265	2007	KENWORTH T8 SERIES TR-17	MV - Motor Vehicle	Deleted By 19012836016
129	5KJJALBG4BPAY7933	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
130	5KJJALBG2BPAY7932	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
131	5KJJALBG3BPAY9348	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
132	5KJJALBGXBPAY7936	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
133	5KJJALBG6BPAY9344	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
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136	5KJJALBG2BPAY9356	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
137	5KJJALBG5BPAY9352	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
138	5KJJALBG4BPAY9343	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
139	5KJJALBG0BPAY9355	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
140	5KJJALBG8BPAY7935	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

141	5KJJALBG5BPAY9349	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
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143	5KJJALBG3BPAY9351	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
144	5KJJALBG6BPAY7934	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
145	5KJJALBG9BPAY9354	2011	WESTERN STAR 4900 SRP2250	MV - Motor Vehicle	Deleted By 19012836016
146	5KJJALBG8BPAZ5095	2011	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
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148	5KJJALBG1BPAZ5097	2011	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
149	5KJJALBG8CPBE2283	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
150	5KJJALBG3CPBE2286	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
151	5KJJALBG7CPBE2288	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
152	5KJJALBG5CPBE2290	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
153	5KJJALBG7CPBE2291	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
154	5KJJALBG9CPBE2292	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
155	5KJJALBG8CPBE2297	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
156	5KJJALBGXCPBE2298	2012	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 19012836016
157	5KJRALBG5CPBE2096	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
158	5KJRALBG7CPBE2097	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
159	5KJRALBG9CPBE2098	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016

Search ID #: Z12731104

160	5KJRALBG3CPBE2100	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
161	5KJRALBG0CPBE2099	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
162	5KJJALBGXCPBE2270	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
163	5KJJALBG1CPBE2271	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
164	5KJJALBG6CPBE2265	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
165	5KJJALBG8CPBE2266	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
166	5KJJALBG8BPAZ6232	2011	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
167	5KJJALBG3CPBE2269	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
168	5KJJALBG4CPBE2264	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
169	5KJJALBGXCPBE2267	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
170	5KJJALBG1CPBE2268	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
171	5KJJALBG2CPBE2277	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
172	5KJJALBG0CPBE2276	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
173	5KJJALBG9CPBE2275	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
174	5KJRALBGXBPBE2092	2011	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
175	5KJRALBG1BPBE2093	2011	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
176	5KJRALBG1CPBE2094	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
177	5KJRALBG3CPBE2095	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
178	5KJJALBG4BPAZ6230	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
179	5KJJALBG5CPBE2273	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016

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180	5KJJALBG2CPBE2280	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
181	5KJJALBG5CPBU4674	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
182	5KJJALBG7CPBU4675	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
183	5KJJALBG0CPBU4677	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
184	5KJJALBG2CPBU4678	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
185	5KJJALBG0CPBU4680	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
186	5KJJALBG4CPBU4682	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
187	5KJJALBG6CPBU4683	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
188	5KJJALBG8CPBU4684	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
189	5KJJALBGXCPBU4685	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
190	5KJJALBG3CPBU4687	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
191	5KJJALBG5CPBU4688	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
192	5KJJALBG7CPBU4689	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
193	5KJJALBG3CPBU4690	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
194	5KJJALBG5CPBU4691	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
195	5KJJALBG7CPBU4692	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
196	5KJJALBG9CPBU4693	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
197	5KJJALBG0CPBU4694	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
198	5KJJALBG2CPBU4695	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016

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199	5KJJALBG4CPBU4696	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
200	5KJJALBG6BPAZ6231	2011	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
201	5KJJALBG3CPBE2272	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
202	5KJJALBG7CPBE2260	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
203	5KJJALBG6CPBE2279	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
204	5KJJALBG9CPBE2261	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
205	5KJJALBG2CPBE2263	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
206	5KJJALBG7CPBE2310	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
207	5KJJALBG0CPBE2309	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
208	5KJJALBG5CPBE2306	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
209	5KJRALBG5CPBE2101	2012	WESTERN STAR 4900SA TRI D	MV - Motor Vehicle	Deleted By 19012836016
210	5KJRALBG7CPBE2102	2012	WESTERN STAR 4900SA TRI D	MV - Motor Vehicle	Deleted By 19012836016
211	5KJRALBGXCPBE2305	2012	WESTERN STAR 4900SA TRI D	MV - Motor Vehicle	Deleted By 19012836016
212	5KJRALBG9CPBE2103	2012	WESTERN STAR 4900SA TRI D	MV - Motor Vehicle	Deleted By 19012836016
213	5KJJALBG9CPBE2308	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
214	5KJJALBG7CPBE2307	2012	WESTERN STAR 4900 TR- 18	MV - Motor Vehicle	Deleted By 19012836016
215	5KJJALBG9CPBE2311	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
216	5KJJALBG0CPBE2312	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
217	5KJJALBG4CPBE2278	2012	WESTERN STAR 4900SA TANDE	MV - Motor Vehicle	Deleted By 19012836016
218	5KJJALBG0CPBE2259	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016

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219	5KJRALBG8CPBE2304	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
220	5KJRALBG8CPBE2299	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
221	5KJRALBG0CPBE2300	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
222	5KJRALBG2CPBE2301	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
223	5KJRALBG6CPBE2303	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
224	5KJRALBG4CPBE2302	2012	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
225	5KJRALBG0CPBE2314	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
226	5KJJALBG6CPBU4697	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
227	5KJJALBG8CPBU4698	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
228	5KJJALBGXCPBU4699	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
229	5KJJALBG2CPBU4700	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
230	5KJJALBG4CPBU4701	2012	WESTERN STAR 4900 TANDEM	MV - Motor Vehicle	Deleted By 19012836016
231	5KJJALBG6CPBU4702	2012	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
232	5KJRALBG6EPFV7483	2014	WESTERN STAR 4900 CONV8X6	MV - Motor Vehicle	Deleted By 19012836016
233	2NP3LN9X3DM185812	2013	PETERBILT 348 METERING	MV - Motor Vehicle	Deleted By 19012836016
234	5KJJALDR3APAL1284	2010	WESTERN STAR 4900 TRACTOR	MV - Motor Vehicle	Deleted By 19012836016
235	5KJJALBG1BPAY9347	2011	WESTERN STAR 4900 TR-18	MV - Motor Vehicle	Deleted By 19012836016
236	2NP2HN7X3CM137953	2011	Maint Truck PB 2011 11/11	MV - Motor Vehicle	Deleted By 19012836016
237	1XKDD00X67R997535	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016

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238	1XKDD00X97R995911	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
239	1XKDD00XX7R997523	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
240	1XPTD49X29D788910	2009	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
241	1XKDD00X87R995883	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
242	1XKDD00X77R995924	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
243	1XKDD00X76R992682	2006	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
244	1XKDD00X97R995908	2007	KENWORTH T8 SERIES TR-16	MV - Motor Vehicle	Deleted By 19012836016
245	1XPTD49X7BD123166	2011	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
246	1XPTD49X28D739947	2008	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
247	1XP5DR9X5VD438252	1997	PETERBILT 379 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
248	2NP2HN7X2CM137944	2012	PETERBILT 337 TRUCK CONV	MV - Motor Vehicle	Deleted By 19012836016
249	1XPTD49X5BD123151	2011	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
250	1XPTD49X4CD155140	2012	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
251	1XP5DR9X7XD461132	1999	PETERBILT 379 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
252	1XPTD49X0DD166105	2013	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
253	1XPFD49X67D656288	2007	PETERBILT 378 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
254	1XPTD49X3CD137535	2012	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
255	1XPTD49X0CD137766	2012	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
256	1XPTD49X3BD117090	2011	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
257	1XPTD49X1CD137582	2012	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016

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258	1XPTD49X5BD117009	2011	PETERBILT 367 TRACTOR HYD	MV - Motor Vehicle	Deleted By 19012836016
259	1XPTD49X0DD188542	2013	PETERBILT 367 CLASS 8	MV - Motor Vehicle	Deleted By 19012836016
260	1XPTD49X1ED188566	2014	PETERBILT 367 CLASS 8	MV - Motor Vehicle	Deleted By 19012836016
261	1XPTD49X9ED188587	2014	PETERBILT 367 CLASS 8	MV - Motor Vehicle	Deleted By 19012836016
262	1XPTD49X0ED188588	2014	PETERBILT 367 CLASS 8	MV - Motor Vehicle	Deleted By 19012836016
263	1XPTD49X9ED188606	2014	PETERBILT 367 CLASS 8	MV - Motor Vehicle	Deleted By 19012836016
264	1XPTD49X0FD188639	2015	PETERBILT 367 CLASS 8	MV - Motor Vehicle	Deleted By 19012836016
265	10277	1998	TOYOTA 52-6FG35 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
266	2861611832	1996	SELICK SD-80 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
267	61434	2005	TOYOTA 7FGU35 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
268	65784	2004	TOYOTA SFGU30 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
269	67679	2005	TOYOTA 7FGU30 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
270	70516	2006	TOYOTA 7FGU30 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
271	70507	2006	TOYOTA 7FGU30 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
272	80207	2006	TOYOTA 7FGU25 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
273	62857	2007	TOYOTA 7FGU35 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
274	70477	2006	TOYOTA 7FGU30 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
275	62826	1997	TOYOTA 42-6-FGU25 FORKLIF	MV - Motor Vehicle	Deleted By 19012836016
276	4ZD01070	1991	CATERPILLAR IT18B FORKLIF	MV - Motor Vehicle	Deleted By 19012836016

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277	10051	1998	TOYOTA 52-6FG35 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
278	10271	1998	TOYOTA 52-6FG45 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016
279	3BKBL59X6AF943841	2010	KENWORTH DELIVERY TRUCK	MV - Motor Vehicle	Deleted By 19012836016
280	1NP6XR0X22D611787	2002	PETERBILT 362 LINE TRUCK	MV - Motor Vehicle	Deleted By 19012836016
281	1NKDLR0X62R965887	2002	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
282	1NKDL40X85R976493	2005	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
283	1NKDL40X76R987535	2006	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
284	1NKDL40X06R987537	2006	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
285	1NKDL40X96R987536	2006	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
286	2C9T2CFA063161307	2006	COURTNEY BERG XRG-10	MV - Motor Vehicle	Deleted By 19012836016
287	1NKDL40X57R995988	2007	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
288	1NKDL40X25R979759	2005	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
289	1NKDL40X26R987538	2006	KENWORTH T8 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
290	1NKCL40X57R932529	2007	KENWORTH C5 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
291	1NKCL40X97R932534	2007	KENWORTH C5 SERIES XTG-10	MV - Motor Vehicle	Deleted By 19012836016
292	5KKUALBG5CPBM8104	2012	WESTERN STAR 4900 XTG-40	MV - Motor Vehicle	Deleted By 19012836016
293	5KKPALBGXBAX2214	2011	WESTERN STAR 4900 TRIAXLE	MV - Motor Vehicle	Deleted By 19012836016
294	5KKPALBG1BPAX2215	1993	WESTERN STAR WB123086S	MV - Motor Vehicle	Deleted By 19012836016
295	1NKDLR0X71R963466	2001	KENWORTH T8 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016
296	1NKDLR0X01R963468	2001	KENWORTH T8 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016

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297	1NKCL40X97R995844	2007	KENWORTH C5 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016
298	1NKCL40X77R995860	2007	KENWORTH C5 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016
299	1NKCL40X97R995861	2007	KENWORTH C5 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016
300	1NKCL40X47R932537	2007	KENWORTH C5 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016
301	1NKCL40X27R932536	2007	KENWORTH C5 SERIES STP430	MV - Motor Vehicle	Deleted By 19012836016
302	2NPRLZ9X87M730988	2007	PETERBILT 340 FRAC VAN	MV - Motor Vehicle	Deleted By 19012836016
303	2NPNHZ6X67M731156	2007	PETERBILT 330 FLUID VAN	MV - Motor Vehicle	Deleted By 19012836016
304	1HTSCAAM3TH352294	1996	INTERNATIONAL 4700 FRAC	MV - Motor Vehicle	Deleted By 19012836016
305	1GDE5E3226F414920	2006	GMC C5 STE-3 FRAC VAN	MV - Motor Vehicle	Deleted By 19012836016
306	1GDE5E3266F415262	2006	GMC C5500 4X4 FRAC VAN	MV - Motor Vehicle	Deleted By 19012836016
307	1GDE5E3266F415441	2006	GMC C5 4X4 STE3 FRAC VAN	MV - Motor Vehicle	Deleted By 19012836016
308	1NKCL40X57R932532	2007	KENWORTH C5 SERIES STE	MV - Motor Vehicle	Deleted By 19012836016
309	1NKCL40X67R932538	2007	KENWORTH C5 SERIES STC	MV - Motor Vehicle	Deleted By 19012836016
310	1NKCL40X77R932533	2007	KENWORTH C5 SERIES STC	MV - Motor Vehicle	Deleted By 19012836016
311	1NKCL40X07R932535	2007	KENWORTH C5 SERIES STC	MV - Motor Vehicle	Deleted By 19012836016
312	1NKCL40X47R932540	2007	KENWORTH C5 SERIES STV	MV - Motor Vehicle	Deleted By 19012836016
313	1NKCL40X17R932530	2007	KENWORTH C5 SERIES HYDRA	MV - Motor Vehicle	Deleted By 19012836016
314	1NKCL40X37R932531	2007	KENWORTH C5 SERIES HYDRA	MV - Motor Vehicle	Deleted By 19012836016
315	1NKCL40X87R932539	2007	KENWORTH C5 SERIES STV	MV - Motor Vehicle	Deleted By 19012836016

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316	1NKDLR9X12R965363	2002	KENWORTH T8 SERIES CEMENT	MV - Motor Vehicle	Deleted By 19012836016
317	2FZACHDC17AY20202	2007	STERLING ACTERRA TRUCK	MV - Motor Vehicle	Deleted By 19012836016
318	2FZACHDC37AY20203	2007	STERLING ACTERRA TRUCK	MV - Motor Vehicle	Deleted By 19012836016
319	2FZACHDC67AY55317	2007	STERLING ACTERRA TRUCK	MV - Motor Vehicle	Deleted By 19012836016
320	1GDE5E3266F400888	2006	GMC C-5500 STP-1 TRUCK	MV - Motor Vehicle	Deleted By 19012836016
321	1FVHCYBS2DHFH5637	2013	FREIGHTLINER M2 BUS 26	MV - Motor Vehicle	Deleted By 19012836016
322	1FVHCYCY6EHFP0577	2014	FREIGHTLINER M2 BUS 26	MV - Motor Vehicle	Deleted By 19012836016
323	1C9SC4431BM810996	2011	CVA-9.4K-90-TR-P-TRI-MW	TR - Trailer	Deleted By 19012836016
324	1C9SC443XBM810995	2011	CVA-9.4K-90-TR-P-TRI-MW	TR - Trailer	Deleted By 19012836016
325	1C9SC433X5M810131	2005	CVA-9.4K-90-TR-P-TRI	TR - Trailer	Deleted By 19012836016
326	1C9SC43385M810211	2005	CVA-9.4K-90-TR-P-TRI	TR - Trailer	Deleted By 19012836016
327	1C9SC43306M810236	2006	CVA-9.4K-90-TR-P-TRI	TR - Trailer	Deleted By 19012836016
328	1C9SC43346M810241	2006	CVA-9.4K-90-TR-P-TRI	TR - Trailer	Deleted By 19012836016
329	1C9SC43376M810346	2006	CVA-9.4 K-90-TR-P-M/	TR - Trailer	Deleted By 19012836016
330	1C9SC53236M810356	2006	CVA-16.7 K-60-TR-D-H	TR - Trailer	Deleted By 19012836016
331	1C9SC53236M810373	2006	CVA-16.7 K-60-TR-D-H	TR - Trailer	Deleted By 19012836016
332	1C9SC43356M810345	2006	CVA-9.4 K-90-TR-P-M/	TR - Trailer	Deleted By 19012836016
333	1C9SC43286M810363	2006	CVA-9.4 K-90-TR-P-M/	TR - Trailer	Deleted By 19012836016
334	1C9SC43356M810300	2006	CVA-9.4 K-90-TR-P-M/	TR - Trailer	Deleted By 19012836016
335	1C9SC43346M810367	2006	CVA-9.4 K-90-TR-P-M/	TR - Trailer	Deleted By 19012836016

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336	1C9SC43317M810408	2007	CVA-9.4 K-90-TR-P-M/W	TR - Trailer	Deleted By 19012836016
337	1C9SC43337M810409	2007	CVA-9.4 K-90-TR-P-M/	TR - Trailer	Deleted By 19012836016
338	1C9SC43337M810412	2007	CVA-94K-90-TR-P	TR - Trailer	Deleted By 19012836016
339	1C9SC5329BM810999	2011	CVA-23.5K-35-TR-D-HY	TR - Trailer	Deleted By 19012836016
340	1C9SC532XBM811000	2011	CVA-23.5K-35-TR-D-HY	TR - Trailer	Deleted By 19012836016
341	2PLC040206BA12584	2006	PEERLESS CRT-1500	TR - Trailer	Deleted By 19012836016
342	1NKCL40X86R987684	2006	KENWORTH C5 SERIES CTP450	TR - Trailer	Deleted By 19012836016
343	1NKCL40X57R995856	2007	KENWORTH C5 SERIES CTP475	TR - Trailer	Deleted By 19012836016
344	2T9SA0SB07D016116	2007	TYCROP CRT-1500.1 TWIN	TR - Trailer	Deleted By 19012836016
345	2T9SASSB17D016117	2007	TYCROP NRP12000 CRT- 1500	TR - Trailer	Deleted By 19012836016
346	2PLC040207GJ13075	2007	PEERLESS CRT-1500.1 TWIN	TR - Trailer	Deleted By 19012836016
347	1NKCL40X27R995846	2007	KENWORTH C5 SERIES CTP475	TR - Trailer	Deleted By 19012836016
348	2PLC040257BM13076	2007	PEERLESS CRT-1500.2 TWIN	TR - Trailer	Deleted By 19012836016
349	2PLC040277BM13077	2007	PEERLESS CRT-1500.2 TWIN	TR - Trailer	Deleted By 19012836016
350	2T9SASVC1CD016908	2012	TYCROP BHI-FC CRP-475	TR - Trailer	Deleted By 19012836016
351	2T9SASVC6CD016936	2012	TYCROP BHI-FC-0003- 9109	TR - Trailer	Deleted By 19012836016
352	2T9SASVC7CD016962	2012	TYCROP BHI-FC-0003- 9109	TR - Trailer	Deleted By 19012836016
353	2T9SASVC3CD016909	2012	TYCROP CRP-475 CEMENTER	TR - Trailer	Deleted By 19012836016
354	2T9SASVC4CD016935	2012	TYCROP BHI-FC-0003- 9109	TR - Trailer	Deleted By 19012836016

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355	2T9SASVC5CD016961	2012	TYCROP BHI-FC-0003-9109	TR - Trailer	Deleted By 19012836016
356	2T9SAAVC4ED016432	2014	PROPELL UNIT ASSY CEMENT	TR - Trailer	Deleted By 19012836016
357	1P9CP4023AB343236	2010	PRATT CEMENT PUMP MCP2000	TR - Trailer	Deleted By 19012836016
358	CFM11001(7973)	1980	SLURRY BUILT BM-100 SKID	TR - Trailer	Deleted By 19012836016
359	2PLC038287BD12860	2007	PEERLESS CH-38-2A CRM-100	TR - Trailer	Deleted By 19012836016
360	2PLC038257BC12859	2007	PEERLESS CH-38-2A CRM-100	TR - Trailer	Deleted By 19012836016
361	1W9TC3924EM257563	2014	WILCO UNIT ASSY, 100 BBL	TR - Trailer	Deleted By 19012836016
362	9088651	1983	NOWSCO BUILT PSV P601	TR - Trailer	Deleted By 19012836016
363	1B9WS562X6T287016	2006	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
364	1B9WS56286T287032	2006	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
365	1B9WS562X6T287164	2006	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
366	1B9WS56278T287171	2008	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
367	1B9WS6027AT287160	2010	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
368	1B9WS6023BT287027	2011	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
369	1C9SB542XB1109407	2011	CAMBELT CD24 DUAL SAND	TR - Trailer	Deleted By 19012836016
370	1B9DS2627FH329005	2015	SAND KING UNIT ASSY, VAC	TR - Trailer	Deleted By 19012836016
371	10472	1997	BATCO SAND BELT SRX-1435	TR - Trailer	Deleted By 19012836016
372	2TLBB393X6B001962	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
373	2TLBB31296B001955	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
374	2TLHB39326B002064	2006	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016

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375	2TLHB39346B002048	2006	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
376	2TLHB39366B002049	2006	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
377	2TLHB39336B002087	2006	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
378	2TLHB3934B001966	2004	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
379	2S9DA53567M115855	2007	STARGATE SRB-1400 SAND	TR - Trailer	Deleted By 19012836016
380	2S9DA53587M115856	2007	STARGATE SRB-1400 SAND	TR - Trailer	Deleted By 19012836016
381	2TLBB39306B001954	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
382	2TLBB31256B002021	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
383	2S9DA53527M115853	2007	STARGATE SRB-1400 SAND	TR - Trailer	Deleted By 19012836016
384	2TLBB39316B001946	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
385	2TLBB312X6B001947	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
386	2209086059	2008	SAND KING 4002 SRB- 4000	TR - Trailer	Deleted By 19012836016
387	1B9WS562BRT287004	1994	BESSER SRB-2700 SAND HOG	TR - Trailer	Deleted By 19012836016
388	2TLHB40359B003331	2009	TREMCAR TRA/REM SRX- 1800	TR - Trailer	Deleted By 19012836016
389	2209086060	2009	SAND KING 4002 SRB- 4000	TR - Trailer	Deleted By 19012836016
390	2T9HB41309D000149	2009	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
391	1107087222	2008	CONVEY-ALL UNIBELT- 1800	TR - Trailer	Deleted By 19012836016
392	1B9WS50205T287081	2005	BESSER FS-27 SRB2700 SAND	TR - Trailer	Deleted By 19012836016
393	2TLBB31246B001913	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016

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394	2TLBB39366B001912	2006	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
395	2TLBB3029AB003683	2010	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
396	2TLBB3932AB003682	2010	TREMCAR SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
397	2TLBB3936AB003684	2010	TREMCAR TRA/REM SRB- 1100	TR - Trailer	Deleted By 19012836016
398	2TLBB3022AB003685	2010	TREMCAR TRA/REM SRB- 1100	TR - Trailer	Deleted By 19012836016
399	1S9AL14C86H474320	2006	STEPHENS P-36-1100 SAND	TR - Trailer	Deleted By 19012836016
400	1S9AL14B06H474321	2006	STEPHENS SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
401	1S9AL14B56H474248	2006	STEPHENS SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
402	1S9AL14C26H474247	2006	STEPHENS SRB-1100 SAND	TR - Trailer	Deleted By 19012836016
403	1403106070	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
404	1403106071	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
405	1403106072	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
406	1403106073	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
407	2TLHB4834AB003748	2010	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
408	2TLHB4836AB003749	2010	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
409	2TLHB4836AB003752	2010	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
410	2TLHB4838AB003753	2010	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
411	1B9WS50216T287007	2006	BESSER FS-27 SRB2700 SAND	TR - Trailer	Deleted By 19012836016
412	1B9WS50275T287080	2005	BESSER FS-27 SRB2700 SAND	TR - Trailer	Deleted By 19012836016
413	1311087341	2009	CONVEY-ALL UNIBELT- 1800	TR - Trailer	Deleted By 19012836016

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414	1311087342	2009	CONVEY-ALL UNIBELT-1800	TR - Trailer	Deleted By 19012836016
415	2TLHB4832AB003750	2010	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
416	2TLHB4834AB003751	2010	TREMCAR SRB-1410 SAND TRI	TR - Trailer	Deleted By 19012836016
417	1403106074	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
418	1403106075	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
419	2806106123	2010	CONVEY-ALL SK4002 SAND	TR - Trailer	Deleted By 19012836016
420	1407108166	2010	CONVEY-ALL TCH-1035 SAND	TR - Trailer	Deleted By 19012836016
421	1408108064	2010	CONVEY-ALL UNIBELT-1800	TR - Trailer	Deleted By 19012836016
422	1407108165	2010	CONVEY-ALL UNIBELT-1800	TR - Trailer	Deleted By 19012836016
423	1408108163	2010	CONVEY-ALL UNIBELT-1800	TR - Trailer	Deleted By 19012836016
424	2511106182	2010	SAND KING SK4002	TR - Trailer	Deleted By 19012836016
425	2511106183	2012	SAND KING SK4002	TR - Trailer	Deleted By 19012836016
426	2511106184	2012	SAND KING SK4002	TR - Trailer	Deleted By 19012836016
427	2511106185	2012	SAND KING SK4002	TR - Trailer	Deleted By 19012836016
428	0501118456	2011	CONVEY-ALL WB123064ST SAN	TR - Trailer	Deleted By 19012836016
429	0501118457	2011	CONVEY-ALL UNIBELT-1800	TR - Trailer	Deleted By 19012836016
430	2C91356E1B1086271	2011	CANCADE SAND SILO TRANS	TR - Trailer	Deleted By 19012836016
431	2TLHB4834CB004465	2012	TREMCAR 1410 BULK TRANS	TR - Trailer	Deleted By 19012836016
432	2TLHB4839CB004462	2012	TREMCAR 1410 BULK TRANS	TR - Trailer	Deleted By 19012836016

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433	2TLHB4837CB004461	2012	TREMCAR 1410 BULK TRANS	TR - Trailer	Deleted By 19012836016
434	2TLHB4837CB004463	2012	TREMCAR 335 BULK TRANSPOR	TR - Trailer	Deleted By 19012836016
435	2TLHB4832CB004464	2012	TREMCAR 1410 BULK TRANS	TR - Trailer	Deleted By 19012836016
436	2TLHB4837CB004458	2012	TREMCAR 1410 TRIDEM	TR - Trailer	Deleted By 19012836016
437	2TLHB4836CB004466	2012	TREMCAR 1410 TRIDEM	TR - Trailer	Deleted By 19012836016
438	2TLHB4839CB004459	2012	TREMCAR 1410 TRIDEM	TR - Trailer	Deleted By 19012836016
439	2TLHB4835CB004460	2012	TREMCAR 1410 TRIDEM	TR - Trailer	Deleted By 19012836016
440	2TLBB3935CB004571	2012	TREMCAR 1100 SAND TRANS	TR - Trailer	Deleted By 19012836016
441	2TLBB3021CB004572	2012	TREMCAR 1100 SAND TRANS	TR - Trailer	Deleted By 19012836016
442	2TLBB3939CB004573	2012	TREMCAR 1100 SAND TRANS	TR - Trailer	Deleted By 19012836016
443	2TLBB3025CB004574	2012	TREMCAR 1100 SAND TRANS	TR - Trailer	Deleted By 19012836016
444	1010126439	2012	CONVEY-ALL T800 SAND STOR	TR - Trailer	Deleted By 19012836016
445	1010126440	2013	CONVEY-ALL SK4400 SAND	TR - Trailer	Deleted By 19012836016
446	1PMS34331C1039557	2012	POLAR SK-4000 CHEMICAL	TR - Trailer	Deleted By 19012836016
447	1B9WS56274T287004	2004	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
448	1B9WS56275T287049	2005	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
449	1B9WS56286T287013	2006	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
450	1B9WS562X8T287004	2008	SAND KING SK4000 CUMM	TR - Trailer	Deleted By 19012836016
451	1P9CP40239B343099	2009	PRATT BLENDER 125 E EXT	TR - Trailer	Deleted By 19012836016
452	2PLC042246BM12738	2006	PEERLESS CH-42-2A SRZ- 70	TR - Trailer	Deleted By 19012836016

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453	1NKDL40X57R995991	2007	KENWORTH T800 STL-70.4	TR - Trailer	Deleted By 19012836016
454	2PLC03527VBJ84920	1997	PEERLESS CH-40-8-A SRL	TR - Trailer	Deleted By 19012836016
455	2PLC041299BG14127	2009	PEERLESS CH-41-2A SRL	TR - Trailer	Deleted By 19012836016
456	2PLC042375BM12112	2005	PEERLESS CH-42-3A SRL	TR - Trailer	Deleted By 19012836016
457	5DDKM362671002987	2007	BLENDER 125-E SRL	TR - Trailer	Deleted By 19012836016
458	5DDKM362971002675	2007	KALYN BLENDER SRL-125.E	TR - Trailer	Deleted By 19012836016
459	2PLC0422X5GE11889	2005	PEERLESS CH-39-2A SRL	TR - Trailer	Deleted By 19012836016
460	2T9SASRB6CD016887	2012	TYCROP SRL-70.2 HYDRA	TR - Trailer	Deleted By 19012836016
461	2T9SASRB8CD016888	2012	TYCROP BJS10442523 SRL	TR - Trailer	Deleted By 19012836016
462	2T9SASRBXCD016889	2012	TYCROP CHASSIS SRL-70	TR - Trailer	Deleted By 19012836016
463	2T9SASRB6CD016890	2012	TYCROP CHASSIS SRL-70	TR - Trailer	Deleted By 19012836016
464	1P9CP4021CB343447	2012	PRATT DF40 125 EX BLENDER	TR - Trailer	Deleted By 19012836016
465	2PLG04128BC11752	2008	PEERLESS CH-41-2A SRF	TR - Trailer	Deleted By 19012836016
466	2PLC04126BJ12535	2006	TYCROP CHASSIS CH-41-2A	TR - Trailer	Deleted By 19012836016
467	2PLC041246BJ12537	2006	PEERLESS CH-41-2A SRF	TR - Trailer	Deleted By 19012836016
468	2PLC041226BJ12536	2006	TYCROP CHASSIS CH-41-2A	TR - Trailer	Deleted By 19012836016
469	2PLC041225BM12110	2005	PEERLESS CH-41-2A SRF	TR - Trailer	Deleted By 19012836016
470	2T9SASUB77D016135	2007	TYCROP TRA/REM SRF-114.3	TR - Trailer	Deleted By 19012836016
471	2PLC041236BB12757	2006	PEERLESS CH-41-2A SRF	TR - Trailer	Deleted By 19012836016

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472	1P9CP4327CB343772	2012	KALYN SIEBERT UNIT ASSY	TR - Trailer	Deleted By 19012836016
473	9348	1980	COLUMBIA DBL DROP TANDEM	TR - Trailer	Deleted By 19012836016
474	2H8P05322BT010301	2011	FRUEHAUF HI-BOY 45 FT TAN	TR - Trailer	Deleted By 19012836016
475	4J8B040286T004703	2006	LBT CRB-1000 BULK CEMENT	TR - Trailer	Deleted By 19012836016
476	4J8B040207T003502	2007	LBT CRB-1000 BULK CEMENT	TR - Trailer	Deleted By 19012836016
477	4J8B040247T003503	2007	LBT CRB-1000 BULK CEMENT	TR - Trailer	Deleted By 19012836016
478	4J8B040257T003509	2007	LBT CRB-1100 BULK CEMENT	TR - Trailer	Deleted By 19012836016
479	2ATA0615XAM106959	2010	FRUEHAUF CRT-985 BULK CEM	TR - Trailer	Deleted By 19012836016
480	4J8B040237T003508	2007	LBT 12 FT CRB-1100 BULK	TR - Trailer	Deleted By 19012836016
481	50933	1978	LUFKIN HI BOY 45 FT TAND	TR - Trailer	Deleted By 19012836016
482	4J8B041237T008903	2007	LBT CRB-1100 BULK CEMENT	TR - Trailer	Deleted By 19012836016
483	2A9PF3532WN125304	1998	ASPEN SD-35-3 SGL DROP	TR - Trailer	Deleted By 19012836016
484	4J8B040227T003501	2007	LBT CRB-1000 BULK CEMENT	TR - Trailer	Deleted By 19012836016
485	4J8B040246T004701	2006	LBT CRB-1000 BULK CEMENT	TR - Trailer	Deleted By 19012836016
486	2A9PF302XWS037021	1998	ASPEN SD-30-2 CRB-50 CEM	TR - Trailer	Deleted By 19012836016
487	2JADE7722B1001930	2011	CJAY CJ12K CEMENT	TR - Trailer	Deleted By 19012836016
488	5M3BE1229D1055870	2013	MIRAGE MXL712TA2 BLOWER	TR - Trailer	Deleted By 19012836016
489	1T9SS5612FR719782	2015	TROXELL-VIKING SINGLE COM	TR - Trailer	Deleted By 19012836016
490	1T9SS5614FR719783	2015	TROXELL-VIKING SINGLE COM	TR - Trailer	Deleted By 19012836016
491	1T9SS5610FR719666	2015	TROXELL-VIKING PORT-A- BUL	TR - Trailer	Deleted By 19012836016

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492	1T9SS5612FR719667	2015	TROXELL-VIKING PORT-A- BUL	TR - Trailer	Deleted By 19012836016
493	1T9SS5610FR719781	2015	TROXELL-VIKING PORT-A- BUL	TR - Trailer	Deleted By 19012836016
494	2JADE7723B1001905	2011	CJAY CJ12K CEMENT	TR - Trailer	Deleted By 19012836016
495	1W9UC48197L216003	2007	WORLEY WELDING TRL MANIFO	TR - Trailer	Deleted By 19012836016
496	1W9UC4825BL216002	2011	WORLEY WELDING 41502 MFLD	TR - Trailer	Deleted By 19012836016
497	1W9UC4828BL216009	2011	WORLEY WELDING 4 MANIFOLD	TR - Trailer	Deleted By 19012836016
498	2AT5022805U101181	2005	ECOSSE WELDING SRU- 1.1	TR - Trailer	Deleted By 19012836016
499	1P9CP40268B343595	2008	PRATT 6F402-BA8CFS555 CHE	TR - Trailer	Deleted By 19012836016
500	2PLC042326BB12756	2006	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
501	2PLC042326BA12754	2006	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
502	2PLC042346BA12755	2006	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
503	2PLC042377BH13176	2007	PEERLESS CH-42-BA SRA-5	TR - Trailer	Deleted By 19012836016
504	2PLC042367BK13183	2007	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
505	2PLC042367BJ13181	2007	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
506	2PLC042347GJ13179	2007	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
507	2PLC042347BK13182	2007	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
508	2PLC042397BH13177	2007	PEERLESS CH-42-BA SRA-5	TR - Trailer	Deleted By 19012836016
509	2PLC042307BH13178	2007	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016
510	2PLC042347BJ13180	2007	PEERLESS CH-42-3A SRA- 5	TR - Trailer	Deleted By 19012836016

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511	2PLC0422X2BH10790	2002	PEERLESS CH-42-2A SRA-5	TR - Trailer	Deleted By 19012836016
512	2PLC042242BH10767	2002	PEERLESS CH-42-2A SRA-5	TR - Trailer	Deleted By 19012836016
513	1A9L7452X8A245540	2008	ATOKA HRS-10001 FP NITR	TR - Trailer	Deleted By 19012836016
514	1A9L74524AA245992	2010	ATOKA HRS-10001 FP NITR	TR - Trailer	Deleted By 19012836016
515	1A9L74526AA245993	2010	ATOKA LOWBOY FP NITRO	TR - Trailer	Deleted By 19012836016
516	1A9L7452XAA245995	2010	ATOKA HRS-10001 N2 PUMP	TR - Trailer	Deleted By 19012836016
517	1A9L74524BA245203	2011	ATOKA HRS-10001 NITROGEN	TR - Trailer	Deleted By 19012836016
518	1Z9SD4520C0058382	2012	OVERBILT HYDRA RIG N2 PUM	TR - Trailer	Deleted By 19012836016
519	1X9SD4522C0058383	2012	OVERBILT HRS-10038 FP NIT	TR - Trailer	Deleted By 19012836016
520	1Z9SD4526C00585418	2012	OVERBILT N2 PUMPER	TR - Trailer	Deleted By 19012836016
521	1Z9SD4526C0058385	2012	OVERBILT N2 PUMPER	TR - Trailer	Deleted By 19012836016
522	1Z9SD4528C0058386	2012	OVERBILT N2 PUMPER	TR - Trailer	Deleted By 19012836016
523	2T9NSY3P65E165024	2005	HYDRA RIG 840K NRP-14000	TR - Trailer	Deleted By 19012836016
524	2T9NSY3P85E165025	2005	HYDRA RIG N2 PUMPER	TR - Trailer	Deleted By 19012836016
525	2T9NSY3PX5E165026	2005	HYDRA RIG 840K SCFH 15K	TR - Trailer	Deleted By 19012836016
526	2T9NSY3P65E165007	2005	HYDRA RIG 840K SCFH 15K P	TR - Trailer	Deleted By 18110727196
527	2T9NSY3P65E165004	2005	HYDRA RIG 840K SCFH 15K P	TR - Trailer	Deleted By 18110727196
528	2T9NSY3P66E165025	2006	HYDRA RIG NRP12000	TR - Trailer	Deleted By 19012836016
529	2T9NSY3PX6E165027	2006	HYDRA RIG NS271 NRP-14000	TR - Trailer	Deleted By 19012836016
530	2T9NSY3P86E165026	2006	HYDRA RIG NRP12000	TR - Trailer	Deleted By 19012836016

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531	2T9NSY3P45E165023	2005	HYDRA RIG 840K SCFH 15K P	TR - Trailer	Deleted By 18110727196
532	2T9NSZ3P2BE165006	2011	HYDRA RIG 1M NITROGEN PUM	TR - Trailer	Deleted By 19012836016
533	2T9NSZ3P6BE165008	2011	HYDRA RIG PUMPER N2	TR - Trailer	Deleted By 19012836016
534	2T9NSZ3P4BE165007	2011	HYDRA RIG 1M TRAILER NITR	TR - Trailer	Deleted By 19012836016
535	2T9NSZ3P8BE165009	2011	HYDRA RIG 1M TRAILER NITR	TR - Trailer	Deleted By 19012836016
536	2N9N2403XCE065389	2012	STELLAR CHASSIS N2 PUMP	TR - Trailer	Deleted By 19012836016
537	1A9L74526BA245204	2011	ATOKA LOWBOY N2 UNIT	TR - Trailer	Deleted By 19012836016
538	1Z9SD4524C0058384	2012	OVERBILT N2 UNIT, TM PUMP	TR - Trailer	Deleted By 19012836016
539	1P9CP4120BB343154	2011	RHINO T FP G/D2000 TM	TR - Trailer	Deleted By 19012836016
540	1P9CP4126AB343195	2010	RHINO T FMC2000 TM	TR - Trailer	Deleted By 19012836016
541	5DDKM402881003378	2008	RHINO T FP SPM2000 TM	TR - Trailer	Deleted By 19012836016
542	5DDKM402281003554	2008	RHINO T FP SPM2000 TM	TR - Trailer	Deleted By 19012836016
543	1P9CP4122BB343155	2011	RHINO T G/D FRAC PUMP	TR - Trailer	Deleted By 19012836016
544	1P9CP4129BB343112	2011	RHINO FRAC PUMP	TR - Trailer	Deleted By 19012836016
545	1P9CP4120BB343713	2011	RHINO TC50 2000 SPM	TR - Trailer	Deleted By 19012836016
546	1P9CP4123BB343706	2011	RHINO T FRAC PUMP	TR - Trailer	Deleted By 19012836016
547	1P9CP4128CB343119	2012	RHINO T FRAC PUMP	TR - Trailer	Deleted By 19012836016
548	1P9CP4121CB343656	2012	RHINO T FRAC PUMP	TR - Trailer	Deleted By 19012836016
549	1P9CP412XCB343669	2012	RHINO TC 50-X 2000 GD	TR - Trailer	Deleted By 19012836016

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550	1P9CP4124CB343098	2012	RHINO TC 50-X 2000 GD	TR - Trailer	Deleted By 19012836016
551	1P9CP4123CB343710	2012	RHINO FRAC PUMP	TR - Trailer	Deleted By 19012836016
552	1P9CP4129CB343713	2012	RHINO TC 50 2000 SPM	TR - Trailer	Deleted By 19012836016
553	1P9CP4127CB343676	2012	RHINO T FP SPM2500 TM	TR - Trailer	Deleted By 19012836016
554	1P9CP4124DB343006	2013	RHINO T/SUREFIRE HYBRID	TR - Trailer	Deleted By 19012836016
555	1P9CP412XDB343012	2013	RHINO T/SUREFIRE HYBRID	TR - Trailer	Deleted By 19012836016
556	1P9CP4121DB343240	2013	RHINO SUREFIRE HYBRID	TR - Trailer	Deleted By 19012836016
557	2T9SASTC8BD016695	2011	STEWART SRP-2250.5 FRAC	TR - Trailer	Deleted By 19012836016
558	2T9SASTC5BD016766	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
559	2T9SASTCXBD016696	2011	STEWART SRP-2250.5 FRAC	TR - Trailer	Deleted By 19012836016
560	2T9SASTC3BD016698	2011	STEWART SRP-2250.5 FRAC	TR - Trailer	Deleted By 19012836016
561	2T9SASTC8BD016745	2011	STEWART SRP-2250.5 FRAC	TR - Trailer	Deleted By 19012836016
562	2T9SASTCXBD016746	2011	STEWART SRP-2250.5 FRAC	TR - Trailer	Deleted By 19012836016
563	2T9SASTC3BD016765	2011	STEWART SRP-2250.5 FRAC	TR - Trailer	Deleted By 19012836016
564	2T9SASTC7BD016767	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
565	2T9SASTC9BD016768	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
566	2T9SASTC5AD016491	2010	STEWART SRP-2250.6 FRAC	TR - Trailer	Deleted By 19012836016
567	2T9SASTC59D016485	2009	STEWART SRP-2250.6 FRAC	TR - Trailer	Deleted By 19012836016
568	2T9SASTC6AD016497	2010	STEWART SRP-2250.6 FRAC	TR - Trailer	Deleted By 19012836016
569	2T9SASTC7AD016492	2010	STEWART SRP-2250.6 FRAC	TR - Trailer	Deleted By 19012836016

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570	2T9SASTC8AD016498	2010	STEWART SRP-2250.6 FRAC	TR - Trailer	Deleted By 19012836016
571	2T9SASVC2BD016785	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
572	2T9SASVC5BD016781	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
573	2T9SASVC0BD016784	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
574	2T9SASVC1BD016793	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
575	2T9SASVCXBD016789	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
576	2T9SASVC3BD016780	2011	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
577	2T9SASVCXBD016792	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
578	2T9SASVC6BD016787	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
579	2T9SASVC8BD016788	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
580	2T9SASUC3CD016975	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
581	2T9SASUC5CD016976	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
582	2T9SASUC1CD016960	2012	STEWART SRP-2500 FRAC	TR - Trailer	Deleted By 19012836016
583	2T9SASUC4CD016967	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
584	2T9SASUC1CD016974	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
585	2T9SASUC5CD016959	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
586	2T9SASUC6CD016968	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
587	2T9SASUC0CD016996	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
588	2T9SASUC6CD016002	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016

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589	2T9SASUC4CD016001	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
590	2T9SASUC2CD016997	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
591	2T9SASUC1CD016991	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
592	2T9SASUC9CD016088	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
593	2T9SASUC9CD016124	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
594	2T9SASUC2CD016126	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
595	2T9SASUC4CD016127	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
596	2T9SASUC4DD016176	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
597	2T9SASUC6DD016177	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
598	2T9SASUC8DD016178	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
599	2T9SASUC4CD016029	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
600	2T9SASUC4CD016032	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
601	2T9SASUC8CD016034	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
602	2T9SASUC5CD016055	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
603	2T9SASUC7CD016056	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
604	2T9SASUCXCD016083	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
605	2T9SASUC1CD016084	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
606	2T9SASUC6CD016033	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
607	2T9SASUCXCD016990	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
608	2T9SASUC4CD016953	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016

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609	2T9SASUC8CD016955	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
610	2T9SASUCXCD016956	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
611	1P9CP4426CB343177	2012	PRATT DF442 TRT-1330 COIL	TR - Trailer	Deleted By 19012836016
612	2T9SASUC1DD016278	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
613	2T9SASUC2DD016192	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
614	2T9SASUC4DD016193	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
615	2T9SASUC0DD016191	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
616	2T9SASUC3DD016265	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
617	2T9SASUCXDD016277	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
618	2T9SASUC7DD016253	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
619	2T9SASUC6DD016194	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
620	2T9SASUC7DD016222	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
621	2T9SASUC4DD016226	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
622	2T9SASUC6DD016227	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
623	2T9SASUC3DD016251	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
624	2T9SASUC5DD016252	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
625	2T9SASUC5DD016302	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
626	2T9SASUC7DD016303	2013	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
627	1P9CP4427CB343091	2012	PRATT DF44 TRT 1330 DUAL	TR - Trailer	Deleted By 19012836016

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628	1P9CP442XCB343456	2012	PRATT DF44 TRT 1330 PUMP	TR - Trailer	Deleted By 19012836016
629	2T9SASVC8BD016791	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
630	2T9SASVC7BD016779	2011	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
631	2T9SASVC7BD016782	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
632	2T9SASVC9BD016783	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
633	2T9SASVC4BD016786	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
634	2T9SASVC6BD016790	2011	STEWART SRP-2250 FRAC PUM	TR - Trailer	Deleted By 19012836016
635	2T9SASUC1CD016957	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
636	2T9SASUCXCD016973	2012	STEWART SRP-2500 FRAC PUM	TR - Trailer	Deleted By 19012836016
637	1P9CP4120AB343175	2010	RHINO T FP FMC2000 TM	TR - Trailer	Deleted By 19012836016
638	5DDKM402971003078	2007	RHINO Q FP SPM2000 TM	TR - Trailer	Deleted By 19012836016
639	5DDKM402371002699	2007	RHINO Q FP G/D2000 TM	TR - Trailer	Deleted By 19012836016
640	5DDKM402571002557	2007	RHINO Q FP SPM2000 TM	TR - Trailer	Deleted By 19012836016
641	5DDKM402171003026	2007	RHINO Q FP G/D2000 TM	TR - Trailer	Deleted By 19012836016
642	1P9CP412XCB343008	2012	RHINO T FRAC PUMP	TR - Trailer	Deleted By 19012836016
643	5DDKM402971003095	2007	RHINO T FP SPM2000 TM	TR - Trailer	Deleted By 19012836016
644	1P9CP40299B343060	2009	RHINO T FP FMC2000 TM	TR - Trailer	Deleted By 19012836016
645	1P9CP4127AB343187	2010	RHINO T FP FMC2000 TM	TR - Trailer	Deleted By 19012836016
646	2PLC0413X70L13152	2007	STEWART SRP-2250.2 FRAC	TR - Trailer	Deleted By 19012836016
647	2PLC040395BM12117	2005	STEWART SRP-2250.2 FRAC	TR - Trailer	Deleted By 19012836016

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648	2PLC041337BL13145	2007	STEWART SRP-2250.3 FRAC	TR - Trailer	Deleted By 19012836016
649	2PLC0413X7BH13156	2007	STEWART SRP-2250.2 FRAC	TR - Trailer	Deleted By 19012836016
650	2PLC041377BJ13157	2007	STEWART SRP-2250.2 FRAC	TR - Trailer	Deleted By 19012836016
651	2T9SASTCX9D016479	2009	STEWART SRP-2250.4 FRAC	TR - Trailer	Deleted By 19012836016
652	1NPAL49X96D896909	2006	PETERBILT 357 LINE TRUCK	MV - Motor Vehicle	Deleted By 19012836016
653	2NP3LN9X9DM185829	2013	PETERBILT 348 UNIT ASSY	MV - Motor Vehicle	Deleted By 19012836016
654	1Z9FF2120CH368023	2012	OILFIELD REPAIR BOOST	TR - Trailer	Deleted By 19012836016
655	2NP3LN9X9DM172207	2013	PETERBILT 348 UNIT ASSY	MV - Motor Vehicle	Deleted By 19012836016
656	1Z9FF2121CH368015	2012	OILFIELD REPAIR BOOST	TR - Trailer	Deleted By 19012836016
657	1Z9FF2124FH368031	2015	OILFIELD REPAIR BOOST	TR - Trailer	Deleted By 19012836016
658	1Z9FF2122FH368030	2015	OILFIELD REPAIR BOOST	TR - Trailer	Deleted By 19012836016
659	1Z9FF2128CH368027	2012	OILFIELD REPAIR BOOST	TR - Trailer	Deleted By 19012836016
660	5DDKE402671002631	2007	KALYN 4 IN FIG. 1002	TR - Trailer	Deleted By 19012836016
661	5DDKM402371003061	2007	KALYN 4 IN FIG. 1002	TR - Trailer	Deleted By 19012836016
662	13N23530421512961	2008	FONT UTILITY	TR - Trailer	Deleted By 19012836016
663	16HG5383X8U058922	2008	HAULMARK GRF85X38WR5	TR - Trailer	Deleted By 19012836016
664	1JJG53375VL404046	1997	WABASH STPDK SGL DROP	TR - Trailer	Deleted By 19012836016
665	4P5CF1622P1116286	1983	CFM BUILT PJ UTILITY	TR - Trailer	Deleted By 19012836016
666	HM004	1987	CFM BUILT UTILITY FLAT	TR - Trailer	Deleted By 19012836016

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667	58025823	1980	COMET UTILITY	TR - Trailer	Deleted By 19012836016
668	2A9PF303XTN125165	1996	ASPEN SD-30-2 SGL DROP	TR - Trailer	Deleted By 19012836016
669	2A9PF3534WN125305	1998	ASPEN SD-35-3 SGL DROP	TR - Trailer	Deleted By 19012836016
670	2K9S23277Y1061027	2000	SKYREACH S718T UTILITY	TR - Trailer	Deleted By 19012836016
671	CFM12	1984	CFM BUILT UTILITY FLAT	TR - Trailer	Deleted By 19012836016
672	51994	1994	NOWSCO BUILT UTILITY	TR - Trailer	Deleted By 19012836016
673	5DYAA52L3DC006024	2013	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
674	5DYAA52L9FC006760	2015	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
675	5DYAA52L6FC006764	2015	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
676	5DYAA52LXFC006766	2015	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
677	5DYAA52L3FC006771	2015	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
678	5DYAA52L9FC006774	2015	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
679	5DYAA52L0FC006775	2015	JLG INDUSTRIES UT610	TR - Trailer	Deleted By 19012836016
680	2RGBE1223B1001170	2011	RAINBOW 12 FT FLAT DECK	TR - Trailer	Deleted By 19012836016
681	40LAB2023RP021774	2012	RAINBOW 6E235-12' UTILITY	TR - Trailer	Deleted By 19012836016
682	1P9CP4324EB343392	2014	DOTF DPHU 100 UNIT ASSY	TR - Trailer	Deleted By 19012836016
683	1M91P5220CA211755	2012	SPM 10 STATION MANIFOLD	TR - Trailer	Deleted By 19012836016
684	70488	2006	TOYOTA FORKLIFT 6000 LB	MV - Motor Vehicle	Deleted By 19012836016
685	60319	2014	TOYOTA U601 FORKLIFT	MV - Motor Vehicle	Deleted By 19012836016

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Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"): (a) all Accounts; (b) all cash equivalents and other cash; (c) all Commodity Accounts; (d) all Deposit Accounts; (e) all Inventory; (f) all Money; (g) all Securities Accounts; (h) solely to the extent relating to the Accounts, Inventory and other Collateral, all Chattel Paper; (i) solely to the extent relating to the Accounts, Inventory and other Collateral, all Documents of Title; (j) solely to the extent relating to Accounts, Inventory and other Collateral, all Goods; (k) solely to the extent relating to Accounts, Inventory and other Collateral, all Intangibles (other than Intellectual Property); (l) solely to the extent relating to Accounts, Inventory and other Collateral, all Instruments; (m) solely to the extent relating to any of the other Collateral, all Security Entitlements; (n) all books and records of the Debtor pertaining to any of the Collateral; and (o) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all collateral security and guaranties by any Person with respect to any of the foregoing; provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (o), the security interest shall not extend to any property constituting Excluded Property.	Deleted By 18100325449

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- 2 Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless any such assets or property received in such exchange are themselves Excluded Property. Deleted By 18100325449
As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA:
- (a) Chattel Paper;
 - (b) Document of Title;
 - (c) Equipment;
 - (d) Fixtures;
 - (e) Goods;
 - (f) Instruments;
 - (g) Intangibles;
 - (h) Investment Property;
 - (i) Money;
 - (j) Proceeds;
 - (k) Securities Accounts; and
 - (l) Security Entitlements.
- As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):
- (a) Commercial Tort Claim;
 - (b) Commodity Account;
 - (c) Letter-of-Credit Rights; and
 - (d) Supporting Obligations.
- As used in this Financing Statement, the following terms shall have the following meanings:
- "Account" shall mean "accounts" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.
- "Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).

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- 3 "Credit Agreement" shall mean that certain Revolving Credit and Guaranty Agreement, dated on or about May 26, 2017, among the Debtor, the Secured Party and any other Person party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time). Deleted By 18100325449
- "Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.
- "Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).
- "Excluded Property" shall mean:
- (a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (A) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts (B) are zero balance accounts, (C) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (D) have a balance not exceeding U.S.\$1,000,000 (or the equivalent amount in Canadian dollars) individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (D) does not exceed U.S.\$5,000,000 (or the equivalent amount in Canadian dollars) in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (A), (B), (C) and (D) collectively being, the "Excluded Accounts");
- (b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;
- 4 (c) any Equipment; Deleted By 18100325449
- (d) any Fixtures;
- (e) any Real Property;
- (f) any Intellectual Property;
- (g) any Intangible and Chattel Paper to the extent not relating to any Collateral;
- (h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);
- (i) any Instrument to the extent not relating to any Collateral;
- (j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;
- (k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights (i) constituting Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;
- (l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of U.S.\$1,000,000 (or the equivalent amount in Canadian dollars);
- (m) any Security Entitlements to the extent not relating to any Collateral;
- (n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (x) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (y) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);

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- 5 (o) any permit, contract, lease, license or other agreement to which the Debtor is a party or Deleted By
any of its rights or interests thereunder or any property subject to a purchase money Lien 18100325449
or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit
Agreement, to the extent that a grant of a security interest therein (x) is void, voidable,
illegal, prohibited by or would violate or invalidate such permit, contract, lease, license,
agreement, or purchase money or Capitalized Lease arrangement, (y) creates a right of
termination in favor of any other party thereto (other than the Debtor), except to the extent
any such term (i) has been waived by the applicable party (without any obligation of the
Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any
applicable Laws, or (z) requires the consent of a Person other than the Debtor which has
not been obtained; provided, that immediately at such time as the contractual or legal
provision referred to above shall no longer be applicable, such permit, contract, lease,
license, agreement, purchase money or Capitalized Lease arrangement shall automatically
cease to constitute "Excluded Property" under this clause (o);
(p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar
serial number goods (including, without limitation, accessories, superstructures and racks)
and any assets otherwise subject to certificates of title; for purposes hereof, "Vehicles"
means all cars, trucks, forklifts, construction and earth moving equipment and other
vehicles covered by a certificate of title under the law of any state and all tires and other
appurtenances to any of the foregoing;
(q) any casualty or other insurance Proceeds to the extent not related to any Collateral;
and
- 6 (r) to the extent not otherwise excluded hereunder, any assets or other property that would Deleted By
be recorded as "plant, property and equipment" on the balance sheet of the Debtor in 18100325449
accordance with GAAP.
"GAAP" shall mean generally accepted accounting principles in the United States as in
effect and set forth in the opinions and pronouncements of the Accounting Principles Board
and the American Institute of Certified Public Accountants and statements and
pronouncements of the Financial Accounting Standards Board or such other principles as
may be approved by a significant segment of the accounting profession in the United
States, that are applicable to the circumstances as of the date of determination,
consistently applied; provided that capital leases and operating leases shall be subject to
generally accepted accounting principles in effect in the United States on the date of the
Credit Agreement.
"Governmental Authority" shall mean any nation or government, any state, provincial,
territorial or other political subdivision thereof, any agency, authority, instrumentality,
regulatory body, court, administrative tribunal, central bank or other entity exercising
executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or
pertaining to government.

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- 7 "Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto. Deleted By 18100325449
"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.
"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.
- 8 "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity. Deleted By 18100325449
"PPSA" shall mean the Personal Property Security Act (Alberta), together with any regulations thereunder, in each case as in effect from time to time.
"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.
"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.
- 9 Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):
(a) all Accounts;
(b) all cash equivalents and other cash;
(c) all Commodity Accounts;
(d) all Deposit Accounts;
(e) all Inventory;
(f) subject to the conditions and limitations of Section 6.17 of the Credit Agreement, all Equipment;
(g) all Money;
(h) all Securities Accounts;
(i) solely to the extent relating to the Accounts, Inventory, Equipment and other Collateral, all Chattel Paper;
(j) solely to the extent relating to the Accounts, Inventory, Equipment and other Collateral, all Documents of Title;
(k) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Goods;
(l) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Intangibles (other than Intellectual Property); Deleted By 19012836016

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(m) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Instruments;

(n) solely to the extent relating to any of the other Collateral, all Security Entitlements;

(o) all books and records of the Debtor pertaining to any of the Collateral; and

(p) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all collateral security and guaranties by any Person with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses

(a) through (p), (i) the security interest shall not extend to any property constituting

Excluded Property, and (ii) to the extent Equipment is released from the Collateral

pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement,

Equipment shall constitute Excluded Property as of such date and thereafter.

Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless any such assets or property received in such exchange are themselves Excluded Property.

As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA:

(a) Chattel Paper;

(b) Document of Title;

(c) Fixtures;

(d) Goods;

(e) Instruments;

(f) Intangibles;

(g) Investment Property;

(h) Money;

(i) Proceeds;

(j) Securities Accounts; and

(k) Security Entitlements.

As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

(a) Certificate of Title;

(b) Commercial Tort Claim;

(c) Commodity Account;

(d) Letter-of-Credit Rights; and

(e) Supporting Obligations.

As used in this Financing Statement, the following terms shall have the following meanings:

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- 10 "Account" shall mean "accounts" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card. Deleted By 19012836016
- "Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).
- "Credit Agreement" shall mean that certain Revolving Credit and Guaranty Agreement, dated on or about May 26, 2017, as amended pursuant to that certain Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement dated on or about October 3, 2018, among the Debtor, the Secured Party and any other Person party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).
- "Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.
- "Equipment" means all goods owned by the Debtor which constitute machinery, "equipment" (as defined in the PPSA) and other and similar goods used in the business of the Debtor, including, without limitation, Vehicles and other serial number goods of the Debtor.
- "Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).
- "Excluded Property" shall mean:
- (a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding U.S.\$1,000,000 (or the equivalent amount in Canadian dollars) individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed U.S.\$5,000,000 (or the equivalent amount in Canadian dollars) in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) collectively being, the "Excluded Accounts");
 - (b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;
 - (c) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, any Equipment;
 - (d) any Fixtures;
 - (e) any Real Property;
 - (f) any Intellectual Property;
 - (g) any Intangible and Chattel Paper to the extent not relating to any Collateral;
 - (h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);

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- 11 (i) any Instrument to the extent not relating to any Collateral;
(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;
(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights (i) constituting Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;
(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of U.S.\$1,000,000 (or the equivalent amount in Canadian dollars);
(m) any Security Entitlements to the extent not relating to any Collateral;
(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);
(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);
(p) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks) and any assets otherwise subject to Certificates of Title;
(q) any casualty or other insurance Proceeds to the extent not related to any Collateral;
and
(r) other than Equipment prior to the release thereof from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, and to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.
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- 12 "GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on the date of the Credit Agreement. Deleted By 19012836016
- "Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.
- "Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.
- "Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.
- "Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.
- "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.
- "PPSA" shall mean the Personal Property Security Act (Alberta), together with any regulations thereunder, in each case as in effect from time to time.
- 13 "Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof. Deleted By 19012836016
- "UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.
- "Vehicles" means all autos, trucks, trailers, tractors, mobile homes, designated manufactured homes, airplanes or aircraft, boats, outboard motors for boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other motor vehicles and serial number goods, whether or not covered by a Certificate of Title under the law of any state, and all tires and other appurtenances to any of the foregoing.

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- 14 Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):
- Current By
19012836016
- (a) all Accounts;
 - (b) all cash equivalents and other cash;
 - (c) all Commodity Accounts;
 - (d) all Deposit Accounts;
 - (e) all Inventory;
 - (f) all Money;
 - (g) all Securities Accounts;
 - (h) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Chattel Paper;
 - (i) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Documents of Title;
 - (j) solely to the extent relating to Accounts, Inventory, and other Collateral, all Goods;
 - (k) solely to the extent relating to Accounts, Inventory, and other Collateral, all Intangibles (other than Intellectual Property);
 - (l) solely to the extent relating to Accounts, Inventory, and other Collateral, all Instruments;
 - (m) solely to the extent relating to any of the other Collateral, all Security Entitlements;
 - (n) all books and records of the Debtor pertaining to any of the Collateral; and
 - (o) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all collateral security and guaranties by any Person with respect to any of the foregoing;
- provided, that notwithstanding anything to the contrary contained in the foregoing, the security interest shall not extend to any property constituting Excluded Property. Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless (a) any such assets or property received in such exchange are themselves Excluded Property or (b) such Proceeds are identifiable as Proceeds of such Excluded Property.
- As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA:
- (a) Chattel Paper;
 - (b) Document of Title;
 - (c) Fixtures;
 - (d) Goods;
 - (e) Instruments;
 - (f) Intangibles;
 - (g) Investment Property;
 - (h) Money;
 - (i) Proceeds;
 - (j) Securities Accounts; and
 - (k) Security Entitlements.
- As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):
- (a) Certificate of Title;
 - (b) Commercial Tort Claim;
 - (c) Commodity Account;
 - (d) Letter-of-Credit Rights; and
 - (e) Supporting Obligations.
- As used in this Financing Statement, the following terms shall have the following meanings:

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- 15 "Account" shall mean "accounts" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card. Current By
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- "Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).
- "Certificate of Title" shall have the meaning given that term in the UCC.
- "Credit Agreement" shall mean that certain Revolving Credit and Guaranty Agreement, dated on or about May 30, 2017, as amended pursuant to that certain Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement among the Debtor, the Secured Party and any other Person party thereto dated as of October 3, 2018 and the Second Amendment to Revolving Credit Agreement and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement dated on or about January 28, 2019 (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).
- "Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.
- "Equipment" shall mean all Goods that constitute "equipment", (as defined in the PPSA), machinery and similar Goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing but excluding, in each case, any Inventory.
- "Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).
- "Excluded Property" shall mean:
- (a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding U.S.\$1,000,000 (or the equivalent amount in Canadian dollars) individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed U.S.\$5,000,000 (or the equivalent amount in Canadian dollars) in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) and the funds contained in such accounts from time to time while such funds are contained therein collectively being, the "Excluded Accounts");
 - (b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;
 - (c) any Equipment, and all Certificates of Title and books and records pertaining to any of the Equipment;
 - (d) any Fixtures;
 - (e) any Real Property;
 - (f) any Intellectual Property;
 - (g) any Intangible and Chattel Paper to the extent not relating to any Collateral;

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- 16 (h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);
- (i) any Instrument to the extent not relating to any Collateral;
- (j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;
- (k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights (i) constituting Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;
- (l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of U.S.\$1,000,000 (or the equivalent amount in Canadian dollars);
- (m) any Security Entitlements to the extent not relating to any Collateral;
- (n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);
- (o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);
- (p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks);
- (q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and
- (r) to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.
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- 17 "GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on the date of the Credit Agreement. Current By 19012836016
- "Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.
- "Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.
- "Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.
- "Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.
- "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.
- "PPSA" shall mean the Personal Property Security Act (Alberta), together with any regulations thereunder, in each case as in effect from time to time.
- 18 "Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof. Current By 19012836016
- "UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.
- "Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other vehicles, whether or not the same would be covered by a Certificate of Title under the law of any state, if governed thereby, and all tires and other appurtenances to any of the foregoing.

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Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The full address of the Secured Party in Block 1 is as follows: CIB DMO WLO Mail code NY1-C413 4 CMC, Brooklyn, NY, 11245-0001 United States	Current

Search ID #: Z12731104

Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 17060536423

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jun-05

Registration Status: Current

Expiry Date: 2024-Jun-05 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

18100520753	Amendment	2018-Oct-05
18102221320	Amendment	2018-Oct-22
19012930531	Amendment	2019-Jan-29

Debtor(s)

Block

Status

1 BJ SERVICES HOLDINGS CANADA, ULC
11211 FM 2920 ROAD
TOMBALL, TX 77375

Current

Secured Party / Parties

Block

Status

1 JPMORGAN CHASE BANK, N.A.
4 CMC, MAIL CODE NY1-C413
BROOKLYN, NY 11245-0001

Current

Search ID #: Z12731104

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL") (A) ALL ACCOUNTS (B) ALL CASH EQUIVALENTS AND OTHER CASH (C) ALL COMMODITY ACCOUNTS (D) ALL DEPOSIT ACCOUNTS (E) ALL INVENTORY (F) ALL MONEY (G) ALL SECURITIES ACCOUNTS (H) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS (I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL CHATTEL PAPER (J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL DOCUMENTS (K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GOODS (L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY) (M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY AND OTHER COLLATERAL, ALL INSTRUMENTS (N) SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS (O) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS (P) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL AND (Q) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS, COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING	Deleted By 18100520753

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- 2 PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED Deleted By
IN THE FOREGOING CLAUSES (A) THROUGH (Q), THE SECURITY INTEREST SHALL 18100520753
NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY.
NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE
PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED
PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY
RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN
RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE
CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST
GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY
RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.
AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE
THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE
ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9
THEREOF)
- (A) CHATTEL PAPER
(B) COMMERCIAL TORT CLAIMS
(C) COMMODITY ACCOUNT
(D) DEPOSIT ACCOUNTS
(E) DOCUMENTS
(F) EQUIPMENT
(G) FIXTURES
(H) GENERAL INTANGIBLES
(I) GOODS
(J) INSTRUMENTS
(K) INVESTMENT PROPERTY
(L) LETTER-OF-CREDIT RIGHTS
(M) MONEY
(N) PROCEEDS
(O) SECURITIES ACCOUNTS
(P) SECURITY ENTITLEMENTS AND
(Q) SUPPORTING OBLIGATIONS.
- 3 AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE Deleted By
THE FOLLOWING MEANINGS 18100520753
- "ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO
MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT
CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT
EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE
SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR
SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE
OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE
WITH THE CARD.
"CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL
LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN
ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO
THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).
"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING
(A) UNITED STATES DOLLARS OR CANADIAN DOLLARS
(B) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY
THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A
MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR
INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY
FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF PROVIDED, THAT
THE FULL FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT
THEREOF

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- 4 (C) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN U.S.\$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO U.S.\$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY)
(D) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF
(E) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY)
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- 5 (F) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE
(G) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY)
(H) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION AND
(I) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY) DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.
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- 6 "CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AMONG BJ SERVICES, LLC, AS THE BORROWER (THE "BORROWER"), THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME). Deleted By 18100520753
- "EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).
- "EXCLUDED PROPERTY" SHALL MEAN
- (A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (A) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (B) ARE ZERO BALANCE ACCOUNTS, (C) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (D) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 INDIVIDUALLY AT ANY TIME PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (D) DOES NOT EXCEED U.S.\$5,000,000 IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (A), (B), (C) AND (D) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS")
- 7 (B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES Deleted By 18100520753
- (C) ANY EQUIPMENT
- (D) ANY FIXTURES
- (E) ANY REAL PROPERTY
- (F) ANY INTELLECTUAL PROPERTY
- (G) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL
- (H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN)
- (I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL
- (J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE BORROWER AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY
- (K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC
- (L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000
- (M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL

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- 8 (N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (X) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (Y) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N)
(O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (X) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (Y) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (I) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO
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- 9 SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (Z) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O)
(P) VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBERED GOODS (OR LIKE TERM AS DEFINED IN THE PPSA) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE FOR PURPOSES HEREOF, "VEHICLES" MEANS ALL CARS, TRUCKS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT AND OTHER VEHICLES COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING
(Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL AND
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- 10 (R) TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP. Deleted By 18100520753
- "GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON MAY 30, 2017.
- "GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.
- 11 "INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO. Deleted By 18100520753
- "INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE UCC), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.

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- 12 "LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.
"MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC. AND ANY SUCCESSOR THERETO.
"PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.
"PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT FROM TIME TO TIME.
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- 13 "REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES AND EQUIPMENT, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.
"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY-OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.
"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.
"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.
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- 14 DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"):
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- 15 (A) ALL ACCOUNTS;
(B) ALL CASH EQUIVALENTS AND OTHER CASH;
(C) ALL COMMODITY ACCOUNTS;
(D) ALL DEPOSIT ACCOUNTS;
(E) ALL INVENTORY;
(F) SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT;
(G) ALL MONEY;
(H) ALL SECURITIES ACCOUNTS;
(I) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER;
(J) SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS OF TITLE;
(K) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS;
(L) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY);
(M) SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INSTRUMENTS;
(N) SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS;
(O) ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND
(P) TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING, AND ALL COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING;
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- 16 PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (P), (I) THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY, AND (II) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY AS OF SUCH DATE AND THEREAFTER.
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- 17 NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY.
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- 18 AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE PPSA:
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- (A) CHATTEL PAPER;
(B) DOCUMENT OF TITLE;
(C) FIXTURES;
(D) GOODS;
(E) INSTRUMENTS;
(F) INTANGIBLES;
(G) INVESTMENT PROPERTY;
(H) MONEY;
(I) PROCEEDS;
(J) SECURITIES ACCOUNTS; AND
(K) SECURITY ENTITLEMENTS.

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- 19 AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF): Deleted By 18102221320
- (A) CERTIFICATE OF TITLE;
(B) COMMERCIAL TORT CLAIM;
(C) COMMODITY ACCOUNT;
(D) LETTER-OF-CREDIT RIGHTS; AND
(E) SUPPORTING OBLIGATIONS.
- 20 AS USED IN THIS FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS: Deleted By 18102221320
- "ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE PPSA, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE PPSA, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD.
- "CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).
- "CREDIT AGREEMENT" SHALL MEAN THAT CERTAIN REVOLVING CREDIT AND GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AS AMENDED PURSUANT TO THAT CERTAIN LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND GUARANTY AGREEMENT DATED AS OF OCTOBER 3, 2018, AMONG THE DEBTOR, BJ SERVICES, LLC, AS THE BORROWER, THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).
- "DEPOSIT ACCOUNT" SHALL MEAN ANY DEMAND, TIME, SAVINGS, PASSBOOK OR LIKE ACCOUNT MAINTAINED WITH A DEPOSITORY INSTITUTION.
- "EQUIPMENT" MEANS ALL GOODS OWNED BY THE DEBTOR WHICH CONSTITUTE MACHINERY, "EQUIPMENT" (AS DEFINED IN THE PPSA) AND OTHER AND SIMILAR GOODS USED IN THE BUSINESS OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS OF THE DEBTOR.
- "EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS (HOWEVER DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT INTERESTS OR UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER RIGHTS FOR THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF THE FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).

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21	"EXCLUDED PROPERTY" SHALL MEAN: (A) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING, SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW, CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS (II) ARE ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT TO THIS CLAUSE (IV) DOES NOT EXCEED U.S.\$5,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS) IN THE AGGREGATE, IN EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II), (III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS"); (B) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES; (C) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT; (D) ANY FIXTURES; (E) ANY REAL PROPERTY; (F) ANY INTELLECTUAL PROPERTY; (G) ANY INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL; (H) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN); (I) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL; (J) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY;	Deleted By 18102221320

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22	(K) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS (I) CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC; (L) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF U.S.\$1,000,000 (OR THE EQUIVALENT AMOUNT IN CANADIAN DOLLARS); (M) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL; (N) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N); (O) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO ANY APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O);	Deleted By 18102221320

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- 23 (P) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE;
- (Q) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND
- (R) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.
- "GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON THE DATE OF THE CREDIT AGREEMENT.
- "GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.
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- 24 "INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO. Deleted By 18102221320
- "INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE PPSA), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.
- "LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.
- "PERSON" MEANS ANY NATURAL PERSON, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, JOINT VENTURE, ASSOCIATION, COMPANY, PARTNERSHIP, GOVERNMENTAL AUTHORITY OR OTHER ENTITY.

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25 "PPSA" SHALL MEAN THE PERSONAL PROPERTY SECURITY ACT (ALBERTA), Deleted By
TOGETHER WITH ANY REGULATIONS THEREUNDER, IN EACH CASE AS IN EFFECT 18102221320
FROM TIME TO TIME.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, MOBILE HOMES, DESIGNATED MANUFACTURED HOMES, AIRPLANES OR AIRCRAFT, BOATS, OUTBOARD MOTORS FOR BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER MOTOR VEHICLES AND SERIAL NUMBER GOODS, WHETHER OR NOT COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE, AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

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26	DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING, OTHER THAN EXCLUDED PROPERTY, IN EACH CASE, AS TO EACH TYPE OF PROPERTY DESCRIBED BELOW, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, WHEREVER LOCATED, AND WHETHER NOW OR HEREAFTER EXISTING OR ARISING (COLLECTIVELY, THE "COLLATERAL"): 1. ALL ACCOUNTS; 2. ALL CASH EQUIVALENTS AND OTHER CASH; 3. ALL COMMODITY ACCOUNTS; 4. ALL DEPOSIT ACCOUNTS; 5. ALL INVENTORY; 6. SUBJECT TO THE CONDITIONS AND LIMITATIONS OF SECTION 6.17 OF THE CREDIT AGREEMENT, ALL EQUIPMENT; 7. ALL MONEY; 8. ALL SECURITIES ACCOUNTS; 9. SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL COMMERCIAL TORT CLAIMS; 10. SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL CHATTEL PAPER; 11. SOLELY TO THE EXTENT RELATING TO THE ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL DOCUMENTS; 12. SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GOODS; 13. SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL GENERAL INTANGIBLES (OTHER THAN INTELLECTUAL PROPERTY); 14. SOLELY TO THE EXTENT RELATING TO ACCOUNTS, INVENTORY, EQUIPMENT AND OTHER COLLATERAL, ALL INSTRUMENTS; 15. SOLELY TO THE EXTENT CONSTITUTING SUPPORTING OBLIGATIONS RELATING TO OTHER COLLATERAL AND CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC, LETTER-OF-CREDIT RIGHTS; 16. SOLELY TO THE EXTENT RELATING TO ANY OF THE OTHER COLLATERAL, ALL SECURITY ENTITLEMENTS; US 5874354v.2 CHA715/10035 17. ALL BOOKS AND RECORDS OF THE DEBTOR PERTAINING TO ANY OF THE COLLATERAL; AND 18. TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS AND PRODUCTS OF ANY AND ALL OF THE FOREGOING AND ALL SUPPORTING OBLIGATIONS, COLLATERAL SECURITY AND GUARANTIES BY ANY PERSON WITH RESPECT TO ANY OF THE FOREGOING;	Deleted By 19012930531

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- 27 PROVIDED, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FOREGOING CLAUSES (A) THROUGH (R), (I) THE SECURITY INTEREST SHALL NOT EXTEND TO ANY PROPERTY CONSTITUTING EXCLUDED PROPERTY AND (II) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, EQUIPMENT SHALL CONSTITUTE EXCLUDED PROPERTY HEREUNDER AS OF SUCH DATE AND THEREAFTER. NOTWITHSTANDING THE FOREGOING PROVISIONS, ALL RIGHTS TO RECEIVE PROCEEDS FROM THE SALE OR OTHER DISPOSITION OF ANY EXCLUDED PROPERTY AND ALL PROCEEDS, PRODUCTS AND OTHER ASSETS OR PROPERTY RECEIVED IN EXCHANGE, SUBSTITUTION OR REPLACEMENT FOR, OR IN RESPECT OF, ANY EXCLUDED PROPERTY SHALL, TO THE EXTENT OTHERWISE CONSTITUTING COLLATERAL, BE SUBJECT TO THE SECURITY INTEREST GRANTED BY SUCH DEBTOR UNLESS ANY SUCH ASSETS OR PROPERTY RECEIVED IN SUCH EXCHANGE ARE THEMSELVES EXCLUDED PROPERTY. Deleted By 19012930531
- 28 AS USED IN THIS UCC FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SPECIFIED IN THE UCC (AND IF DEFINED IN MORE THAN ONE ARTICLE OF THE UCC SHALL HAVE THE MEANING SPECIFIED IN ARTICLE 9 THEREOF):
(a) CERTIFICATE OF TITLE;
(b) CHATTEL PAPER;
(c) COMMERCIAL TORT CLAIMS;
(d) COMMODITY ACCOUNT;
(e) DEPOSIT ACCOUNTS;
(f) DOCUMENTS;
(g) FIXTURES;
(h) GENERAL INTANGIBLES;
(i) GOODS;
(j) INSTRUMENTS;
(k) INVESTMENT PROPERTY;
(l) LETTER-OF-CREDIT RIGHTS;
(m) MONEY;
(n) PROCEEDS;
(o) SECURITIES ACCOUNTS;
(p) SECURITY ENTITLEMENTS; AND
(q) SUPPORTING OBLIGATIONS. Deleted By 19012930531

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29	EACH CAPITALIZED TERM USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE MEANING ASSIGNED TO SUCH TERM IN THE SECURITY AGREEMENT OR THE CREDIT AGREEMENT. AS USED IN THIS UCC FINANCING STATEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS: "ACCOUNT" SHALL MEAN "ACCOUNTS" AS DEFINED IN THE UCC, AND ALSO MEANS A RIGHT TO PAYMENT OF A MONETARY OBLIGATION WHETHER OR NOT CONSTITUTING "ACCOUNTS" AS DEFINED IN THE UCC, WHETHER OR NOT EARNED BY PERFORMANCE, (A) FOR PROPERTY THAT HAS BEEN OR IS TO BE SOLD, LEASED, LICENSED, ASSIGNED, OR OTHERWISE DISPOSED OF, (B) FOR SERVICES RENDERED OR TO BE RENDERED, OR (C) ARISING OUT OF THE USE OF A CREDIT OR CHARGE CARD OR INFORMATION CONTAINED ON OR FOR USE WITH THE CARD. "CAPITALIZED LEASE" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL LEASES BY SUCH PERSON AS LESSEE THAT HAVE BEEN OR SHOULD BE, IN ACCORDANCE WITH GAAP, RECORDED AS CAPITALIZED LEASES (SUBJECT TO THE PROVISIO APPEARING IN THE DEFINITION OF GAAP).	Deleted By 19012930531

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30	"CASH EQUIVALENTS" SHALL MEAN ANY OF THE FOLLOWING: (a) UNITED STATES DOLLARS OR CANADIAN DOLLARS; (b) SECURITIES ISSUED OR DIRECTLY AND FULLY GUARANTEED OR INSURED BY THE UNITED STATES OR CANADIAN GOVERNMENT OR ANY COUNTRY THAT IS A MEMBER STATE OF THE EUROPEAN UNION OR, IN EACH CASE, ANY AGENCY OR INSTRUMENTALITY THEREOF HAVING MATURITIES OF NOT MORE THAN TWENTY FOUR MONTHS FROM THE DATE OF ACQUISITION THEREOF; PROVIDED, THAT THE FULL FAITH AND CREDIT OF SUCH GOVERNMENT IS PLEDGED IN SUPPORT THEREOF; (c) CERTIFICATES OF DEPOSIT, TIME DEPOSITS OR EURODOLLAR TIME DEPOSITS WITH MATURITIES OF ONE YEAR OR LESS FROM THE DATE OF ACQUISITION, BANKER'S ACCEPTANCES WITH MATURITIES NOT EXCEEDING ONE YEAR, AND OVERNIGHT BANK DEPOSITS, IN EACH CASE WITH ANY COMMERCIAL BANK HAVING CAPITAL AND SURPLUS OF NOT LESS THAN \$500,000,000 IN THE CASE OF U.S. BANKS, AND NOT LESS THAN THE EQUIVALENT AMOUNT TO \$500,000,000 IN THE APPLICABLE ALTERNATIVE CURRENCY IN THE CASE OF CANADIAN BANKS AND IN THE CASE OF OTHER NON-U.S. AND NON-CANADIAN BANKS, WHOSE LONG TERM DEBT IS RATED "A" OR THE EQUIVALENT THEREOF BY MOODY'S OR S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY); (d) COMMERCIAL PAPER ISSUED BY A CORPORATION (OTHER THAN AN AFFILIATE OF THE DEBTOR) RATED AT LEAST P-2 BY MOODY'S OR AT LEAST A-2 BY S&P (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATINGS AGENCY) AND, IN EACH CASE, MATURING WITHIN TWENTY-FOUR (24) MONTHS AFTER THE DATE OF CREATION THEREOF; (e) MARKETABLE SHORT-TERM MONEY MARKET AND SIMILAR FUNDS (INCLUDING SUCH FUNDS INVESTING A PORTION OF THEIR ASSETS IN MUNICIPAL SECURITIES) HAVING A RATING OF AT LEAST P-2 OR A-2 FROM EITHER MOODY'S OR S&P, RESPECTIVELY (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY); (f) REPURCHASE OBLIGATIONS FOR UNDERLYING SECURITIES OF THE TYPES DESCRIBED IN CLAUSES (B), (C) AND (G) ENTERED INTO WITH ANY FINANCIAL INSTITUTION MEETING THE QUALIFICATIONS SPECIFIED IN CLAUSE (C) ABOVE; (g) READILY MARKETABLE DIRECT OBLIGATIONS, WITH AVERAGE MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION, ISSUED BY ANY STATE, COMMONWEALTH, PROVINCE OR TERRITORY OF THE UNITED STATES OR CANADA, OR BY ANY POLITICAL SUBDIVISION OR TAXING AUTHORITY THEREOF, HAVING ONE OF THE TWO HIGHEST RATING CATEGORIES OBTAINABLE FROM EITHER S&P OR MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY); (h) INDEBTEDNESS ISSUED BY PERSONS (OTHER THAN THE SPONSOR OR ANY OF ITS AFFILIATES) WITH A RATING OF "A" OR HIGHER FROM S&P OR "A2" OR HIGHER FROM MOODY'S (OR, IF AT ANY TIME NEITHER MOODY'S NOR S&P SHALL BE RATING SUCH OBLIGATIONS, AN EQUIVALENT RATING FROM ANOTHER INTERNATIONALLY RECOGNIZED RATING AGENCY), IN EACH CASE, WITH MATURITIES OF TWENTY-FOUR (24) MONTHS OR LESS FROM THE DATE OF ACQUISITION; AND (i) INVESTMENT FUNDS INVESTING AT LEAST 95% OF THEIR ASSETS IN SECURITIES OF THE TYPES (INCLUDING AS TO CREDIT QUALITY AND MATURITY) DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE.	Deleted By 19012930531

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- 31 "CREDIT AGREEMENT" MEANS THAT CERTAIN REVOLVING CREDIT AND
GUARANTY AGREEMENT, DATED AS OF MAY 30, 2017, AMONG THE DEBTOR, THE
SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED BY
THE
LIMITED WAIVER AND FIRST AMENDMENT TO REVOLVING CREDIT AND
GUARANTY
AGREEMENT, DATED AS OF OCTOBER 3, 2018, AND AS MAY BE FURTHER
AMENDED,
RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED,
REFINANCED,
REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED
FROM
TIME TO TIME).
"EQUIPMENT" MEANS ALL MACHINERY, "EQUIPMENT" (AS DEFINED IN THE
UNIFORM COMMERCIAL CODE), AND SIMILAR GOODS, INCLUDING, WITHOUT
LIMITATION, VEHICLES AND OTHER SERIAL NUMBER GOODS, OF THE DEBTOR.
"EQUITY INTERESTS" SHALL MEAN, WITH RESPECT TO ANY PERSON, ALL OF THE
SHARES, INTERESTS, RIGHTS, PARTICIPATIONS OR OTHER EQUIVALENTS
(HOWEVER
DESIGNATED) OF CAPITAL STOCK OF (OR OTHER OWNERSHIP OR PROFIT
INTERESTS OR
UNITS IN) SUCH PERSON AND ALL OF THE WARRANTS, OPTIONS OR OTHER
RIGHTS FOR
THE PURCHASE, ACQUISITION OR EXCHANGE FROM SUCH PERSON OF ANY OF
THE
FOREGOING (INCLUDING THROUGH CONVERTIBLE SECURITIES).
"EXCLUDED ACCOUNTS" HAS THE MEANING GIVEN TO SUCH TERM IN THE
DEFINITION OF "EXCLUDED PROPERTY".
"EXCLUDED PROPERTY" SHALL MEAN:
(b) ANY DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND
SECURITIES ACCOUNTS THAT (I) ARE SOLELY USED FOR WITHHOLDING,
SOCIAL SECURITY, PAYROLL, HEALTH, BENEFIT, TAX, ESCROW,
CUSTOMER DEPOSIT, TRUST OR OTHER FIDUCIARY ACCOUNTS, (II) ARE
ZERO BALANCE ACCOUNTS, (III) ARE ACCOUNTS USED SOLELY FOR CASH
DEPOSITS RELATED TO LIENS PERMITTED UNDER SECTION 7.01 OF THE
CREDIT AGREEMENT OR (IV) HAVE A BALANCE NOT EXCEEDING \$1,000,000
INDIVIDUALLY AT ANY TIME; PROVIDED THAT THE AGGREGATE BALANCE
OF ALL DEPOSIT ACCOUNTS, COMMODITY ACCOUNTS AND ALL
SECURITIES ACCOUNTS EXCLUDED FROM THE COLLATERAL PURSUANT
TO THIS CLAUSE (IV) DOES NOT EXCEED \$5,000,000 IN THE AGGREGATE, IN
EACH CASE, AT ANY TIME (WITH SUCH DEPOSITS ACCOUNTS, COMMODITY
ACCOUNTS AND SECURITIES ACCOUNTS DESCRIBED IN CLAUSES (I), (II),
(III) AND (IV) COLLECTIVELY BEING, THE "EXCLUDED ACCOUNTS");
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32	(c) ANY EQUITY INTERESTS ISSUED BY THE DEBTOR OR ANY OF ITS SUBSIDIARIES, PARTNERSHIPS OR JOINT VENTURES; (b) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, ANY EQUIPMENT; (c) ANY FIXTURES; (d) ANY REAL PROPERTY; (e) ANY INTELLECTUAL PROPERTY; (f) ANY GENERAL INTANGIBLE AND CHATTEL PAPER TO THE EXTENT NOT RELATING TO ANY COLLATERAL; (g) ANY INVESTMENT PROPERTY (OTHER THAN SECURITIES ACCOUNTS NOT CONSTITUTING EXCLUDED ACCOUNTS AND ITEMS ON DEPOSIT THEREIN); (h) ANY INSTRUMENT TO THE EXTENT NOT RELATING TO ANY COLLATERAL; (i) ANY ASSETS THAT WOULD OTHERWISE BE COLLATERAL AS TO WHICH THE DEBTOR AND THE SECURED PARTY SHALL REASONABLY AGREE IN WRITING THAT THE COSTS (INCLUDING ANY ADVERSE TAX CONSEQUENCES) OF OBTAINING SUCH LIEN, PLEDGE, OR SECURITY INTEREST THEREIN OR PERFECTION THEREOF (INCLUDING ANY STAMP, INTANGIBLES OR OTHER TAX) EXCEED THE BENEFIT TO THE SECURED PARTY OF THE SECURITY TO BE AFFORDED THEREBY; (j) ANY LETTER-OF-CREDIT RIGHTS OTHER THAN THOSE LETTER-OF-CREDIT RIGHTS CONSTITUTING BOTH (I) SUPPORTING OBLIGATIONS RELATING TO ANY COLLATERAL AND (II) WHICH CAN BE PERFECTED BY THE FILING OF A FINANCING STATEMENT IN APPROPRIATE FORM UNDER THE UCC; (k) ANY COMMERCIAL TORT CLAIM TO THE EXTENT EITHER (I) NOT RELATING TO ANY COLLATERAL OR (II) HAVING A VALUE NOT IN EXCESS OF \$1,000,000; (l) ANY SECURITY ENTITLEMENTS TO THE EXTENT NOT RELATING TO ANY COLLATERAL; (m) ANY ASSETS OR OTHER PROPERTY TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREON IS PROHIBITED BY APPLICABLE LAWS, EXCEPT TO THE EXTENT ANY SUCH PROHIBITION (I) HAS BEEN WAIVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (II) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE LEGAL PROVISIONS REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH ASSETS OR OTHER PROPERTY SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (N);	Deleted By 19012930531

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33	(n) ANY PERMIT, CONTRACT, LEASE, LICENSE OR OTHER AGREEMENT TO WHICH THE DEBTOR IS A PARTY OR ANY OF ITS RIGHTS OR INTERESTS THEREUNDER OR ANY PROPERTY SUBJECT TO A PURCHASE MONEY LIEN OR CAPITALIZED LEASE OBLIGATION, IN EACH CASE, NOT OTHERWISE PROHIBITED BY THE CREDIT AGREEMENT, TO THE EXTENT THAT A GRANT OF A SECURITY INTEREST THEREIN (I) IS VOID, VOIDABLE, ILLEGAL, PROHIBITED BY OR WOULD VIOLATE OR INVALIDATE SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, OR PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT, (II) CREATES A RIGHT OF TERMINATION IN FAVOR OF ANY OTHER PARTY THERETO (OTHER THAN THE DEBTOR), EXCEPT TO THE EXTENT ANY SUCH TERM (A) HAS BEEN WAIVED BY THE APPLICABLE PARTY (WITHOUT ANY OBLIGATION OF THE DEBTOR TO OBTAIN SUCH WAIVER) OR (B) WOULD BE RENDERED INEFFECTIVE PURSUANT TO SECTIONS 9-406, 9-407, 9-408, 9-409 OR OTHER APPLICABLE PROVISIONS OF THE UCC OF ANY RELEVANT JURISDICTION OR ANY OTHER APPLICABLE LAWS, OR (III) REQUIRES THE CONSENT OF A PERSON OTHER THAN THE DEBTOR WHICH HAS NOT BEEN OBTAINED; PROVIDED, THAT IMMEDIATELY AT SUCH TIME AS THE CONTRACTUAL OR LEGAL PROVISION REFERRED TO ABOVE SHALL NO LONGER BE APPLICABLE, SUCH PERMIT, CONTRACT, LEASE, LICENSE, AGREEMENT, PURCHASE MONEY OR CAPITALIZED LEASE ARRANGEMENT SHALL AUTOMATICALLY CEASE TO CONSTITUTE "EXCLUDED PROPERTY" UNDER THIS CLAUSE (O); (o) TO THE EXTENT EQUIPMENT IS RELEASED FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, VEHICLES, VESSELS, AIRCRAFT, TRACTORS, TRAILERS, OTHER ROLLING STOCK AND ANY OTHER SIMILAR MOBILE GOODS OR SERIAL NUMBER GOODS (OR LIKE TERM AS DEFINED IN ANY PPSA (AS DEFINED IN THE CREDIT AGREEMENT)) (INCLUDING, WITHOUT LIMITATION, ACCESSORIES, SUPERSTRUCTURES AND RACKS) AND ANY ASSETS OTHERWISE SUBJECT TO CERTIFICATES OF TITLE; (p) ANY CASUALTY OR OTHER INSURANCE PROCEEDS TO THE EXTENT NOT RELATED TO ANY COLLATERAL; AND (q) OTHER THAN EQUIPMENT PRIOR TO THE RELEASE THEREOF FROM THE COLLATERAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN SECTION 6.17 OF THE CREDIT AGREEMENT, AND TO THE EXTENT NOT OTHERWISE EXCLUDED HEREUNDER, ANY ASSETS OR OTHER PROPERTY THAT WOULD BE RECORDED AS "PLANT, PROPERTY AND EQUIPMENT" ON THE CONSOLIDATED BALANCE SHEET OF THE DEBTOR IN ACCORDANCE WITH GAAP.	Deleted By 19012930531

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- 34 "GAAP" SHALL MEAN GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE UNITED STATES AS IN EFFECT AND SET FORTH IN THE OPINIONS AND PRONOUNCEMENTS OF THE ACCOUNTING PRINCIPLES BOARD AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND STATEMENTS AND PRONOUNCEMENTS OF THE FINANCIAL ACCOUNTING STANDARDS BOARD OR SUCH OTHER PRINCIPLES AS MAY BE APPROVED BY A SIGNIFICANT SEGMENT OF THE ACCOUNTING PROFESSION IN THE UNITED STATES, THAT ARE APPLICABLE TO THE CIRCUMSTANCES AS OF THE DATE OF DETERMINATION, CONSISTENTLY APPLIED; PROVIDED THAT CAPITAL LEASES AND OPERATING LEASES SHALL BE SUBJECT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN EFFECT IN THE UNITED STATES ON MAY 30, 2017.
"GOVERNMENTAL AUTHORITY" SHALL MEAN ANY NATION OR GOVERNMENT, ANY STATE, PROVINCIAL, TERRITORIAL OR OTHER POLITICAL SUBDIVISION THEREOF, ANY AGENCY, AUTHORITY, INSTRUMENTALITY, REGULATORY BODY, COURT, ADMINISTRATIVE TRIBUNAL, CENTRAL BANK OR OTHER ENTITY EXERCISING EXECUTIVE, LEGISLATIVE, JUDICIAL, TAXING, REGULATORY OR ADMINISTRATIVE POWERS OR FUNCTIONS OF OR PERTAINING TO GOVERNMENT.
"INTELLECTUAL PROPERTY" SHALL MEAN, WITH RESPECT TO THE DEBTOR, THE COLLECTIVE REFERENCE TO ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATING TO INTELLECTUAL PROPERTY, WHETHER ARISING UNDER UNITED STATES, MULTINATIONAL OR FOREIGN LAWS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, COPYRIGHT LICENSES, PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES, TRADE SECRETS AND TRADE SECRET LICENSES, AND ALL RIGHTS TO SUE OR OTHERWISE RECOVER FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, DILUTION, MISAPPROPRIATION, OR OTHER VIOLATION OR IMPAIRMENT THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM, INCLUDING WITHOUT LIMITATION LICENSE FEES, ROYALTIES, INCOME PAYMENTS, CLAIMS, DAMAGES AND PROCEEDS OF SUIT, NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO.
"INVENTORY" SHALL MEAN ALL "INVENTORY" (AS DEFINED IN THE UCC), INCLUDING WITHOUT LIMITATION, (A) ALL RAW MATERIALS, WORK IN PROCESS, PARTS, COMPONENTS, ASSEMBLIES, SUPPLIES AND MATERIALS USED OR CONSUMED IN A PERSON'S BUSINESS; (B) ALL GOODS, WARES AND MERCHANDISE, FINISHED OR UNFINISHED, HELD FOR SALE OR LEASE OR LEASED OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF SERVICE; (C) GOODS OF THE DESCRIPTIONS IN CLAUSES (A) AND (B) THAT ARE IN TRANSIT; AND (D) ALL GOODS RETURNED TO OR REPOSSESSED BY A PERSON.
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- 35 "LIEN" SHALL MEAN ANY MORTGAGE, PLEDGE, HYPOTHECATION, ASSIGNMENT, ENCUMBRANCE, LIEN (STATUTORY OR OTHER), CHARGE OR OTHER SECURITY INTEREST OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY CONDITIONAL SALE OR
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OTHER TITLE RETENTION AGREEMENT, ANY EASEMENT, RIGHT OF WAY OR OTHER ENCUMBRANCE ON TITLE TO REAL PROPERTY, AND ANY CAPITALIZED LEASE HAVING SUBSTANTIALLY THE SAME ECONOMIC EFFECT AS ANY OF THE FOREGOING). IN NO EVENT SHALL THE TERM "LIEN" BE DEEMED TO INCLUDE ANY LICENSE OF INTELLECTUAL PROPERTY UNLESS SUCH LICENSE CONTAINS A GRANT OF A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY.

"MOODY'S" SHALL MEAN MOODY'S INVESTORS SERVICE, INC. AND ANY SUCCESSOR THERETO.

"REAL PROPERTY" SHALL MEAN, COLLECTIVELY, ALL RIGHT, TITLE AND INTEREST (INCLUDING ANY LEASEHOLD, MINERAL OR OTHER ESTATE) IN AND TO ANY AND ALL PARCELS OF OR INTERESTS IN REAL PROPERTY OWNED OR LEASED BY ANY PERSON, WHETHER BY LEASE, LICENSE OR OTHER MEANS, TOGETHER WITH, IN EACH CASE, ALL EASEMENTS, HEREDITAMENTS AND APPURTENANCES RELATING THERETO, ALL IMPROVEMENTS AND APPURTENANT FIXTURES, ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS AND OTHER PROPERTY AND RIGHTS INCIDENTAL TO THE OWNERSHIP, LEASE OR OPERATION THEREOF.

"S&P" SHALL MEAN STANDARD & POOR'S FINANCIAL SERVICES LLC, A WHOLLY OWNED SUBSIDIARY OF THE MCGRAW-HILL COMPANIES, INC., AND ANY SUCCESSOR THERETO.

"SECURITY AGREEMENT" SHALL MEAN THAT CERTAIN AMENDED AND RESTATED U.S. SECURITY AGREEMENT DATED AS OF OCTOBER 3, 2018, AMONG THE DEBTOR, THE SECURED PARTY AND ANY OTHER PERSON PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, REPLACED, REFINANCED, REFUNDED, RENEWED, RESTRUCTURED, DEFERRED OR OTHERWISE MODIFIED FROM TIME TO TIME).

"SPONSOR" SHALL MEAN ANY ONE OF OR ANY COMBINATION OF CSL CAPITAL MANAGEMENT, LLC, THE GOLDMAN SACHS GROUP, INC. AND BAKER HUGHES INCORPORATED, IN EACH CASE, INCLUDING ANY SUCCESSOR IN INTEREST OR PARENT COMPANY.

"UCC" SHALL MEAN THE UNIFORM COMMERCIAL CODE AS THE SAME MAY FROM TIME TO TIME BE IN EFFECT IN THE STATE OF NEW YORK OR THE UNIFORM COMMERCIAL CODE (OR SIMILAR CODE OR STATUTE) OF ANOTHER JURISDICTION, TO THE EXTENT IT MAY BE REQUIRED TO APPLY TO ANY ITEM OR ITEMS OF COLLATERAL.

"VEHICLES" MEANS ALL AUTOS, TRUCKS, TRAILERS, TRACTORS, AIRPLANES, BOATS, VESSELS, FORKLIFTS, CONSTRUCTION AND EARTH MOVING EQUIPMENT, OTHER ROLLING STOCK AND OTHER VEHICLES COVERED BY A CERTIFICATE OF TITLE UNDER THE LAW OF ANY STATE AND ALL TIRES AND OTHER APPURTENANCES TO ANY OF THE FOREGOING.

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or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Accounts;
 - (b) all Cash Equivalents and other cash;
 - (c) all Commodity Accounts;
 - (d) all Deposit Accounts;
 - (e) all Inventory;
 - (f) all Money;
 - (g) all Securities Accounts;
 - (h) solely to the extent relating to Accounts, Inventory, and other Collateral, all Commercial Tort Claims;
 - (i) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Chattel Paper;
 - (j) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Documents;
 - (k) solely to the extent relating to Accounts, Inventory, and other Collateral, all Goods;
 - (l) solely to the extent relating to Accounts, Inventory, and other Collateral, all General Intangibles (other than Intellectual Property);
 - (m) solely to the extent relating to Accounts, Inventory, and other Collateral, all Instruments;
 - (n) solely to the extent constituting Supporting Obligations relating to other Collateral and can be perfected by the filing of a financing statement in appropriate form under the UCC, Letter-of-Credit Rights;
 - (o) solely to the extent relating to any of the other Collateral, all Security Entitlements;
 - (p) all books and records of the Debtor pertaining to any of the Collateral; and
 - (q) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guaranties by any Person with respect to any of the foregoing;
- provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (q), the security interest shall not extend to any property constituting Excluded Property.

Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless (a) any such assets or property received in such exchange are themselves Excluded Property or (b) such Proceeds are identifiable as Proceeds of such Excluded Property.

As used in this UCC Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Chattel Paper;
- (c) Commercial Tort Claims;
- (d) Commodity Account;
- (e) Deposit Accounts;
- (f) Documents;
- (g) Fixtures;
- (h) General Intangibles;
- (i) Goods;
- (j) Instruments;
- (k) Investment Property;
- (l) Letter-of-Credit Rights;
- (m) Money;
- (n) Proceeds;
- (o) Securities Accounts;
- (p) Security Entitlements; and
- (q) Supporting Obligations.

Each capitalized term used herein and not otherwise defined shall have the meaning

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assigned to such term in the Security Agreement or the Credit Agreement. As used in this UCC Financing Statement, the following terms shall have the following meanings: "Account" shall mean "accounts" as defined in the UCC, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the UCC, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

- 37 "Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP). Current By 19012930531
- "Cash Equivalents" shall mean any of the following:
- (a) United States Dollars or Canadian Dollars;
 - (b) securities issued or directly and fully guaranteed or insured by the United States or Canadian government or any country that is a member state of the European Union or, in each case, any agency or instrumentality thereof having maturities of not more than twenty four months from the date of acquisition thereof; provided, that the full faith and credit of such government is pledged in support thereof;
 - (c) certificates of deposit, time deposits or eurodollar time deposits with maturities of one year or less from the date of acquisition, banker's acceptances with maturities not exceeding one year, and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks, and not less than the Equivalent Amount to \$500,000,000 in the applicable Alternative Currency in the case of Canadian banks and in the case of other non-U.S. and non-Canadian banks, whose long term debt is rated "A" or the equivalent thereof by Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency);
 - (d) commercial paper issued by a corporation (other than an Affiliate of the Debtor) rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency) and, in each case, maturing within twenty-four (24) months after the date of creation thereof;
 - (e) marketable short-term money market and similar funds (including such funds investing a portion of their assets in municipal securities) having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);
 - (f) repurchase obligations for underlying securities of the types described in clauses (b), (c) and (g) entered into with any financial institution meeting the qualifications specified in clause (c) above;
 - (g) readily marketable direct obligations, with average maturities of twenty-four (24) months or less from the date of acquisition, issued by any state, commonwealth, province or territory of the United States or Canada, or by any political subdivision or taxing authority thereof, having one of the two highest rating categories obtainable from either S&P or Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);
 - (h) Indebtedness issued by Persons (other than the Sponsor or any of its Affiliates) with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency), in each case, with maturities of twentyfour (24) months or less from the date of acquisition; and
 - (i) investment funds investing at least 95% of their assets in securities of the types (including as to credit quality and maturity) described in clauses (a) through (h) above.

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- 38 "Credit Agreement" means that certain Revolving Credit and Guaranty Agreement, dated as of May 30, 2017, among the Debtor, the Secured Party and any other Person party thereto (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement, dated as of October 3, 2018, as further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019, and as may be further amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).
- "Equipment" means all machinery, "equipment" (as defined in the Uniform Commercial Code), and similar goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing but excluding, in each case, any Inventory
- "Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).
- "Excluded Accounts" has the meaning given to such term in the definition of "Excluded Property".
- "Excluded Property" shall mean:
- (a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts, (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding \$1,000,000 individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed \$5,000,000 in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) and the funds contained in such accounts from time to time while such funds are contained therein collectively being, the "Excluded Accounts");
 - (b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;
 - (c) any Equipment, and all Certificates of Title and books and records of the Debtor pertaining to any of the Equipment;
 - (d) any Fixtures;
 - (e) any Real Property;
 - (f) any Intellectual Property;
 - (g) any General Intangible and Chattel Paper to the extent not relating to any Collateral;
 - (h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);
 - (i) any Instrument to the extent not relating to any Collateral;
 - (j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;
 - (k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights constituting both (i) Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;
 - (l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of \$1,000,000;
 - (m) any Security Entitlements to the extent not relating to any Collateral;
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- 39 n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);
- Current By 19012930531
- (o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);
- (p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks) and any assets otherwise subject to certificates of title; for purposes hereof, "Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other vehicles whether or not covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing;
- (q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and
- (r) to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

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- 40 "GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on May 30, 2017. "Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.
- "Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.
- "Inventory" shall mean all "inventory" (as defined in the UCC), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.
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- 41 "Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.
- "Moody's" shall mean Moody's Investors Service, Inc. and any successor thereto.
- "Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.
- "S&P" shall mean Standard & Poor's Financial Services LLC, a wholly-owned subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.
- "Security Agreement" shall mean that certain Amended and Restated U.S. Security Agreement dated as of October 3, 2018, as amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019, among the Debtor, the Secured Party and any other Person party thereto (and as may be further amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).
- "Sponsor" shall mean any one of or any combination of CSL Capital Management, LLC, The Goldman Sachs Group, Inc. and Baker Hughes Incorporated, in each case, including any successor in interest or parent company.
- "UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.
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Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 17110907613

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Nov-09

Registration Status: Current

Expiry Date: 2020-Nov-09 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	BJ SERVICES HOLDINGS CANADA, ULC 7890 EDGAR INDUSTRIAL DR RED DEER, AB T4P3R3	Current

<u>Block</u>		<u>Status</u>
2	BJ SERVICES COMPANY CANADA 7890 EDGAR INDUSTRIAL DR RED DEER, AB T4P3R3	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	XEROX CANADA LTD 20 YORK MILLS ROAD, SUITE 500 BOX 700 TORONTO, ON M2P2C2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF, AND ALL PROCEEDS THEREOF.	Current

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Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

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Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 18031904889

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-19

Registration Status: Current

Expiry Date: 2021-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	BJ SERVICES HOLDINGS CANADA, ULC 800-215 9 AVE SW CALGARY, AB T2P1K3	Current

<u>Block</u>		<u>Status</u>
2	BJ SERVICES COMPANY CANADA 800-215 9 AVE SW CALGARY, AB T2P1K3	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	XEROX CANADA LTD 20 YORK MILLS ROAD, SUITE 500 BOX 700 TORONTO, ON M2P2C2	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF, AND ALL PROCEEDS THEREOF.	Current

Search ID #: Z12731104

Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 18083037835

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Aug-30

Registration Status: Current

Expiry Date: 2043-Aug-30 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)**Block****Status**

Current

1 BJ SERVICES HOLDINGS CANADA, ULC
800, 215-9TH AVENUE SW,
CALGARY, AB T2P 1K3

Block**Status**

Current

2 BJ SERVICES HOLDING CANADA, ULC
20TH FLOOR, 250 HOWE STREET
VANCOUVER, BC V5C 3R8

Secured Party / Parties**Block****Status**

Current

1 DONLEN FLEET LEASING LTD./LOCATION DE FLOTTES DONLEN LTEE.
3000 LAKESIDE, 2ND FLOOR
BANNOCKBURN,, IL 60015

Collateral: General**Block****Description****Status**

Current

1 ALL MOTOR VEHICLES NOW OR HEREAFTER LEASED BY THE SECURED PARTY TO THE DEBTOR, INCLUDING, WITHOUT LIMITATION, ALL ACCESSORIES, SPARE PARTS, REPLACEMENTS, MANUALS, DOCUMENTS OF TITLE AND ACCESSIONS RELATING TO ANY SUCH MOTOR VEHICLES AND ALL PROCEEDS (IN ANY FORM OF PERSONAL PROPERTY) IN RESPECT OF ANY OF THE FOREGOING. THIS FILING IS PROTECTION WITH RESPECT TO VEHICLES LEASED TO DEBTOR UNDER A LEASE INTENDED TO BE A TRUE LEASE.

Search ID #: Z12731104

Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 19012819639

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-28

Registration Status: Current

Expiry Date: 2025-Jan-28 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

19012822905	Renewal	2019-Jan-28
19053041112	Amendment	2019-May-30
19111534624	Amendment	2019-Nov-15
20040916366	Amendment	2020-Apr-09

Debtor(s)**Block****Status**

Current

1 BJ SERVICES HOLDINGS CANADA, ULC
11211 FM2920 ROAD
TOMBALL, TX 77375

Secured Party / Parties**Block****Status**Deleted by
19111534624

1 GACP FINANCE CO., LLC, AS AGENT
73 OLD RIDGEFIELD ROAD, SUITE 6
WILTON, CT 06897

Block**Status**Current by
19111534624

2 GACP FINANCE CO., LLC, AS AGENT
73 OLD RIDGEFIELD ROAD, SUITE 6
WILTON, CT 06897
Email: rlouzan@gacapitalpartners.com

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2T9SAAVC4ED016432	2014	PROPELL	TR - Trailer	Current

Search ID #: Z12731104

2	2T9SASVC6CD016936	2012	TYCROP BHI-FC-0003-9109	TR - Trailer	Current
3	1Z9SD4528C0058386	2012	OVERBILT N2 PUMP	TR - Trailer	Current
4	1Z9SD4526C0058418	2012	OVERBILT	TR - Trailer	Current
5	2T9SASVC3CD016909	2012	TYCROP	TR - Trailer	Current
6	1Z9SD4526C0058385	2012	OVERBILT	TR - Trailer	Current
7	1C9LB3828BK883491	2011	SUREFIRE	MV - Motor Vehicle	Current
8	2T9SASVC4CD016935	2012	TYCROP BHI-FC-0003-9109	TR - Trailer	Current
9	2T9SASUC4DD016193	2013	S&S SRP-2500	TR - Trailer	Current
10	1R9S04527BA494120	2011	ROLLIGAN	MV - Motor Vehicle	Current
11	2T9SASUC1DD016278	2013	S&S SRP-2500	TR - Trailer	Current
12	2T9SASVC1CD016908	2012	TYCROP BHI-FC	TR - Trailer	Current
13	1P9CP4324EB343392	2014	PRATT DOTF DPHU 100	TR - Trailer	Current
14	1M91P5222DA211757	2013	MERTZ	TR - Trailer	Current
15	1M91P5220CA211755	2012	SPM 5503081	TR - Trailer	Current
16	2T9SASUC4DD016226	2013	S&S SRP-2500	TR - Trailer	Current
17	2N9N2403XCE065389	2012	STELLAR CHASSIS	TR - Trailer	Current
18	2T9SASUC0DD016191	2013	S&S SRP-2500	TR - Trailer	Current
19	2T9SASUC7DD016222	2013	S&S SRP-2500	TR - Trailer	Current
20	2T9SASUC6DD016227	2013	S&S SRP-2500	TR - Trailer	Current
21	2T9SASUC6DD016194	2013	S&S SRP-2500	TR - Trailer	Current
22	2T9SASUC5DD016252	2013	S&S SRP-2500	TR - Trailer	Current
23	2T9SASUC5DD016302	2013	S&S SRP-2500	TR - Trailer	Current
24	2T9SASUC7DD016303	2013	S&S SRP-2500	TR - Trailer	Current
25	2T9SASUC2DD016192	2013	S&S SRP-2500	TR - Trailer	Current
26	2T9SASUC3DD016265	2013	S&S SRP-2500	TR - Trailer	Current
27	2T9SASVC5CD016961	2012	TYCROP BHI-FC-003-9109	TR - Trailer	Current
28	2T9SASUCXDD016277	2013	S&S SRP-2500	TR - Trailer	Current
29	2T9SASUC7DD016253	2013	S&S SRP-2500	TR - Trailer	Current
30	2T9SASUC3DD016251	2013	S&S SRP-2500	TR - Trailer	Current

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31	1P9CP442XCB343456	2012	PRATT DF44 TRT 1330	TR - Trailer	Current
32	1P9CP4427CB343091	2012	PRATT DF44 TRT 1330	TR - Trailer	Current
33	1Z9SD4520C0058382	2012	OVERBILT HYDRA RIG	TR - Trailer	Current
34	1X9SD4522C0058383	2012	OVERBILT HRS-10038	TR - Trailer	Current
35	2T9SASVC7CD016962	2012	TYCROP BHI-FC-0003-9109	TR - Trailer	Current
36	2T9SASUC4CD016029	2012	S&S SRP-2500	TR - Trailer	Current
37	1P9CP4121CB343656	2012	RHINO RHINO T	TR - Trailer	Current
38	2T9SASUC4CD016127	2012	S&S SRP-2500	TR - Trailer	Current
39	2T9NSZ3P6BE165008	2011	HYDRA RIG PUMPER N2	TR - Trailer	Current
40	2T9NSZ3P2BE165006	2011	HYDRA RIG1MTRAILER	TR - Trailer	Current
41	2T9NSZ3P4BE165007	2011	HYDRA RIG 1M TRAILER	TR - Trailer	Current
42	2T9NSZ3P8BE165009	2011	HYDRA RIG 1M TRAILER	TR - Trailer	Current
43	1Z9SD4524C0058384	2012	OVERBILT	TR - Trailer	Current
44	1P9CP4128CB343119	2012	RHINO RHINO T	TR - Trailer	Current
45	1P9CP4127CB343676	2012	RHINO RHINO T	TR - Trailer	Current
46	1P9CP4121DB343240	2013	RHINO SUREFIRE	TR - Trailer	Current
47	2T9SASUC9CD016088	2012	S&S SRP-2500	TR - Trailer	Current
48	2T9SASRB6CD016890	2012	TYCROP CHASSIS	TR - Trailer	Current
49	2T9SASUC1CD016084	2012	S&S SRP-2500	TR - Trailer	Current
50	1P9CP4124CB343098	2012	RHINO RHINO TC 50	TR - Trailer	Current
51	1P9CP4123CB343710	2012	RHINO DF41	TR - Trailer	Current
52	1P9CP4129CB343713	2012	RHINO RHINO TC 50	TR - Trailer	Current
53	1P9CP4124DB343006	2013	RHINO T / SUREFIRE	TR - Trailer	Current
54	1P9CP412XDB343012	2013	RHINO T / SUREFIRE	TR - Trailer	Current
55	2T9SASTC8BD016695	2011	S&S SRP-2250.5	TR - Trailer	Current
56	2T9SASTC5BD016766	2011	S&S SRP-2250	TR - Trailer	Current
57	2T9SASTC3BD016698	2011	S&S SRP-2250.5	TR - Trailer	Current
58	2T9SASTC8BD016745	2011	S&S SRP-2250.5	TR - Trailer	Current
59	2T9SASRB8CD016888	2012	TYCROP BJS10442523	TR - Trailer	Current

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60	2T9SASUC4CD016032	2012	S&S SRP-2500	TR - Trailer	Current
61	2T9SASUC4DD016176	2013	S&S SRP-2500	TR - Trailer	Current
62	2T9SASUC5CD016055	2012	S&S SRP-2500	TR - Trailer	Current
63	2T9SASUC9CD016124	2012	S&S SRP-2500	TR - Trailer	Current
64	2T9SASUC5CD016976	2012	S&S SRP-2500	TR - Trailer	Current
65	2T9SASUC4CD016967	2012	S&S SRP-2500	TR - Trailer	Current
66	2T9SASUC6CD016968	2012	S&S SRP-2500	TR - Trailer	Current
67	2T9SASUC0CD016996	2012	S&S SRP-2500	TR - Trailer	Current
68	2T9SASUC6CD016002	2012	S&S SRP-2500	TR - Trailer	Current
69	2T9SASUC4CD016001	2012	S&S SRP-2500	TR - Trailer	Current
70	2T9SASUC2CD016997	2012	S&S SRP-2500	TR - Trailer	Current
71	2T9SASUC1CD016991	2012	S&S SRP-2500	TR - Trailer	Current
72	2T9SASUC2CD016126	2012	S&S SRP-2500	TR - Trailer	Current
73	2T9SASRB6CD016887	2012	TYCROP	TR - Trailer	Current
74	2T9SASUC8DD016178	2013	S&S SRP-2500	TR - Trailer	Current
75	2T9SASUC6DD016177	2013	S&S SRP-2500	TR - Trailer	Current
76	1P9CP4426CB343177	2012	PRATT INDUSTRIES DF442	TR - Trailer	Current
77	1R9S03926BA494100	2011	ROLLSRITE ROLR	TR - Trailer	Current
78	2T9SASUC6CD016033	2012	S&S SRP-2500	TR - Trailer	Current
79	2T9SASUCXCD016083	2012	S&S SRP-2500	TR - Trailer	Current
80	1A9L74526AA245993	2010	ATOKA LOWBOY	TR - Trailer	Current
81	2T9SASTC7BD016767	2011	S&S SRP-2250	TR - Trailer	Current
82	2T9SASTC9BD016768	2011	S&S SRP-2250	TR - Trailer	Current
83	2T9SASUCXCD016990	2012	S&S SRP-2500	TR - Trailer	Current
84	2T9SASUC1CD016974	2012	S&S SRP-2500	TR - Trailer	Current
85	1P9CP4021CB343092	2012	PRAT	MV - Motor Vehicle	Current
86	2T9SASUC8CD016034	2012	S&S SRP-2500	TR - Trailer	Current
87	2T9SASUC7CD016056	2012	S&S SRP-2500	TR - Trailer	Current
88	1W9UC4828BL216009	2011	WORLEY WELDING FMCC	TR - Trailer	Current

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89	2T9SASUCXCD016973	2012	S&S SRP-2500	TR - Trailer	Current
90	2T9SASUC4CD016953	2012	S&S SRP-2500	TR - Trailer	Current
91	1P9CP412XCB343669	2012	RHINO RHINO TC 50	TR - Trailer	Current
92	2T9SASTCXBD016696	2011	S&S SRP-2250.5	TR - Trailer	Current
93	1A9L74524AA245992	2010	ATOKA HRS-10001	TR - Trailer	Current
94	1P9CP402XAB343236	2010	PRATT	TR - Trailer	Current
95	2T9SASUC3CD016975	2012	S&S SRP-2500	TR - Trailer	Current
96	1P9CP4024BB343697	2011	PRATT INDUSTRIES, INC.	TR - Trailer	Current
97	2T9SASUC1CD016960	2012	S&S SRP-2500	TR - Trailer	Current
98	2PLC040277BM13077	2007	PEERLESS CRT-1500	TR - Trailer	Current
99	2T9SASUC8CD016955	2012	S&S SRP-2500	TR - Trailer	Current
100	1C9LB3828BK883488	2011	SUREFIRE	TR - Trailer	Current
101	1C9LB382XBK883492	2011	SUREFIRE	TR - Trailer	Current
102	1C9LB3820BK883498	2011	CHOICE	TR - Trailer	Current
103	1NKCL40X47R932537	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
104	1NKCL40X27R932536	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
105	1P9CP4123BB343706	2011	RHINO RHINO T	TR - Trailer	Current
106	2T9SASTCXBD016746	2011	S&S SRP-2250.5	TR - Trailer	Current
107	2T9SASTC3BD016765	2011	S&S SRP-2250.5	TR - Trailer	Current
108	1A9L7452XAA245995	2010	ATOKA HRS-10001	TR - Trailer	Current
109	1A9L74524BA245203	2011	ATOKA HRS-10001	TR - Trailer	Current
110	2T9SASTCX9D016479	2009	S&S SRP-2250.4	TR - Trailer	Current
111	1P9CP4327CB343772	2012	KALYN SIEBERT	TR - Trailer	Current
112	2T9SASUC5CD016959	2012	S&S SRP-2500	TR - Trailer	Current
113	2T9SASUCXCD016956	2012	S&S SRP-2500	TR - Trailer	Current
114	2T9SASRBXCD016889	2012	TYRCROP CHASSIS	TR - Trailer	Current
115	1P9CP4021CB343447	2012	PRATT INDUSTRIES DF 40	TR - Trailer	Current
116	1P9CP4126AB343195	2010	RHINO RHINO T	TR - Trailer	Current
117	2PLC0413X7BH13156	2007	PEERLESS SRP-2250.2	TR - Trailer	Current
118	2T9SASUC1CD016957	2012	S&S SRP-2500	TR - Trailer	Current

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119	2T9SASVCXBD016792	2011	S&S SRP-2250	TR - Trailer	Current
120	2T9SASVC1BD016793	2011	S&S SRP-2250	TR - Trailer	Current
121	2PLC040257BM13076	2007	PEERLESS CRT-1500	TR - Trailer	Current
122	2T9SASVCXBD016789	2011	S&S SRP-2250	TR - Trailer	Current
123	2T9SASVC7BD016779	2011	S&S SRP-2500	TR - Trailer	Current
124	1P9CP4120BB343154	2011	RHINO RHINO CT	TR - Trailer	Current
125	1P9CP4122BB343155	2011	RHINO RHINO CT	TR - Trailer	Current
126	1P9CP412XCB343008	2012	PRATT INDUSTRIES RHINO T	TR - Trailer	Current
127	1P9CP4127AB343187	2010	RHINO RHINO T	TR - Trailer	Current
128	1P9CP4129BB343112	2011	RHINO RHINO CT	TR - Trailer	Current
129	2T9SASVC6BD016787	2011	S&S SRP-2250	TR - Trailer	Current
130	2T9SASVC8BD016791	2011	S&S SRP-2250	TR - Trailer	Current
131	2T9SASVC7BD016782	2011	S&S SRP-2250	TR - Trailer	Current
132	2T9SASVC9BD016783	2011	S&S SRP-2250	TR - Trailer	Current
133	2T9SASVC6BD016790	2011	S&S SRP-2250	TR - Trailer	Current
134	2T9SASVC0BD016784	2011	S&S SRP-2250	TR - Trailer	Current
135	2T9SASVC2BD016785	2011	S&S SRP-2250	TR - Trailer	Current
136	2T9SASVC5BD016781	2011	S&S SRP-2250	TR - Trailer	Current
137	1P9CP4120AB343175	2010	RHINO RHINO T	TR - Trailer	Current
138	2T9SASTC5AD016491	2009	S&S SRP-2250.6	TR - Trailer	Current
139	2T9SASTC6AD016497	2009	S&S SRP-2250.6	TR - Trailer	Current
140	2T9SASTC7AD016492	2009	S&S SRP-2250.6	TR - Trailer	Current
141	2T9SASTC8AD016498	2009	S&S SRP-2250.6	TR - Trailer	Current
142	2T9SASTC59D016485	2009	S&S SRP-2250.6	TR - Trailer	Current
143	2T9SASVC4BD016786	2011	S&S SRP-2250	TR - Trailer	Current
144	2T9SASVC8BD016788	2011	S&S SRP-2250	TR - Trailer	Current
145	1NKCL40X17R932530	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
146	1NKCL40X37R932531	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
147	1P9CP4024AB343133	2010	PRATT 125E MARK 2	TR - Trailer	Current

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148	2PLC041377BJ13157	2007	S&S SRP-2250.2	TR - Trailer	Current
149	1P9CP4120BB343713	2011	RHINO RHINO T	TR - Trailer	Current
150	2PLC040206BA12584	2006	PEERLESS	TR - Trailer	Current
151	2C91356E1B1086271	2011	CANCADE TRA/REM	TR - Trailer	Current
152	1A9L74526BA245204	2011	ATOKA LOWBOY	TR - Trailer	Current
153	1W9UC4825BL216002	2011	WORLEY 4IN, FIG 1502	TR - Trailer	Current
154	1P9CP40299B343060	2009	RHINO RHINO T	TR - Trailer	Current
155	5DDKM402281003554	2008	RHINO RHINO T	TR - Trailer	Current
156	2T9SASVC3BD016780	2011	S&S SRP-2500	TR - Trailer	Current
157	1P9CP40239B343099	2009	PRATT INDUSTRIES BLN	TR - Trailer	Current
158	1NKCL40X47R932540	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
159	1NKCL40X87R932539	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
160	1XPTD49X9ED188587	2014	PETERBILT 367	MV - Motor Vehicle	Current
161	1XPTD49X0ED188588	2014	PETERBILT 367	MV - Motor Vehicle	Current
162	1XPTD49X0FD188639	2015	PETERBILT 367	MV - Motor Vehicle	Current
163	2PLC041299BG14127	2009	PEERLESS CH-41-2A	TR - Trailer	Current
164	5KJRALBG6EPFV7483	2014	WESTERN STAR 4900	MV - Motor Vehicle	Current
165	1W9TC3924EM257563	2014	WILCO	TR - Trailer	Current
166	5KJJALBG6CPBU4702	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
167	1FVHCYBS2DHFH5637	2013	FREIGHTLINER M2	MV - Motor Vehicle	Current
168	1XPTD49X4DD166480	2013	PTRB 367	MV - Motor Vehicle	Current
169	1NKCL40X77R932533	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
170	1P9CP40269B343100	2009	PRAT	TR - Trailer	Current
171	1NKCL40X67R932538	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
172	1FVHCYCY6EHFP0577	2014	FREIGHTLINER M2	MV - Motor Vehicle	Current
173	2T9SA0SB07D016116	2008	TYCROP CRT-1500	TR - Trailer	Current
174	2T9SASSB17D016117	2008	TYCROP NRP1200	TR - Trailer	Current
175	2PLC040207GJ13075	2007	PEERLESS	TR - Trailer	Current
176	5KJRALBG0CPBE2314	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
177	1P9CP40268B343595	2008	PRATT 6F402-BA8CFS555	TR - Trailer	Current

Search ID #: Z12731104

178	5KJRALBG8CPBE2304	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
179	2PLC0413X70L13152	2007	S&S SRP-2250.2	TR - Trailer	Current
180	5DDKM402881003378	2008	RHINO RHINO T	TR - Trailer	Current
181	5KJJALBG6CPBU4697	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
182	5KJJALBG4CPBU4701	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
183	5KJRALBG6CPBE2303	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
184	5KJRALBG0CPBE2300	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
185	5KJJALBGXCPBU4699	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
186	5KJJALBG8CPBU4698	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
187	2T9NSY3P66E165025	2006	HYDRA RIG NRP12000	TR - Trailer	Current
188	2T9NSY3P86E165026	2006	HYDRA RIG NRP12000	TR - Trailer	Current
189	5DDKM402171003026	2007	RHINO RHINO Q	TR - Trailer	Current
190	5KJJALBG2CPBU4700	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
191	1XPTD49X7DD166327	2013	PETERBILT 367	MV - Motor Vehicle	Current
192	5DDKM402971003078	2007	RHINO RHINO Q	TR - Trailer	Current
193	5KJRALBG2CPBE2301	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
194	5KJRALBG4CPBE2302	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
195	1XPTD49XXDD166161	2013	PETERBILT 367	MV - Motor Vehicle	Current
196	1XPTD49X2DD166431	2013	PETERBILT 367	MV - Motor Vehicle	Current
197	1XPTD49X1DD183298	2013	PETERBILT 367	MV - Motor Vehicle	Current
198	2PLC041337BL13145	2007	S&S SRP-2250.3	TR - Trailer	Current
199	5KJRALBG8CPBE2299	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
200	1XPTD49X9DD166247	2013	PETERBILT 367	MV - Motor Vehicle	Current
201	1XPTD49X5DD166150	2013	PETERBILT 367	MV - Motor Vehicle	Current
202	1XPTD49X7DD166389	2013	PETERBILT 367	MV - Motor Vehicle	Current
203	5DDKM362671002987	2007	BLENDER 125-E	TR - Trailer	Current
204	5KJJALBG0CPBE2259	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
205	5KJJALBG6CPBE2279	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
206	2T9NSY3P65E165024	2005	HYDRA RIG 840K	TR - Trailer	Current

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207	2T9NSY3P85E165025	2005	HYDRA RIG N2 PUMPER	TR - Trailer	Current
208	2T9NSY3PX5E165026	2005	HYDRA 840K SCFH 15K PSI	TR - Trailer	Current
209	5KJRALBG9CPBE2098	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
210	5KJRALBG3CPBE2100	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
211	5KJRALBG7CPBE2097	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
212	5KJRALBG5CPBE2096	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
213	5KJRALBG0CPBE2099	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
214	1010126439	2012	CONVEY-ALL T800	TR - Trailer	Current
215	1010126440	2013	CONVEY-ALL SK4400	TR - Trailer	Current
216	1XPTD49X1DD163312	2013	PETERBILT 367	MV - Motor Vehicle	Current
217	1XPTD49X0DD166430	2012	PETERBILT 367	MV - Motor Vehicle	Current
218	1XPTD49XXBD123131	2011	PETERBILT 367	MV - Motor Vehicle	Current
219	1XPTD49X8BD123130	2011	PETERBILT 367	MV - Motor Vehicle	Current
220	1XPTD49X6DD166108	2013	PETERBILT 367	MV - Motor Vehicle	Current
221	1XPTD49X3CD137583	2012	PETERBILT 367	MV - Motor Vehicle	Current
222	1XPTD49X4CD155140	2013	PETERBILT 367	MV - Motor Vehicle	Current
223	1NKCL40X07R932535	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
224	5KKPALBGXBAX2214	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
225	5KKPALBG1BPAX2215	1993	WESTERN STAR WB123086S	MV - Motor Vehicle	Current
226	1XPTD49X0CD137766	2012	PETERBILT 367	MV - Motor Vehicle	Current
227	1XPTD49X1CD137582	2012	PETERBILT 367	MV - Motor Vehicle	Current
228	5KJJALBGXCPBE2270	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
229	5KJJALBG3CPBE2272	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
230	1Z9FF2124FH368031	2015	ORS BOOST	TR - Trailer	Current
231	5KJJALBG8BPAZ6232	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
232	1Z9FF2122FH368030	2015	ORS BOOST	TR - Trailer	Current
233	1XPTD49X7BD123166	2011	PETERBILT 367	MV - Motor Vehicle	Current
234	1XPTD49X5BD123151	2011	PETERBILT 367	MV - Motor Vehicle	Current
235	2PLC040395BM12117	2005	PEERLESS SRP-2250.2	TR - Trailer	Current

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236	1XPTD49X3BD117090	2011	PETERBILT 367	MV - Motor Vehicle	Current
237	1C9SC532XBM811000	2011	CVA-23.5K-35-TR-D-HY	TR - Trailer	Deleted By 19053041112
238	5KJJALBG1CPBE2271	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
239	5KJJALBG5CPBE2273	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
240	5DDKM362971002675	2007	KALYN BLENDER	TR - Trailer	Current
241	1C9SC5329BM810999	2011	CVA-23.5K-35-TR-D-HY	TR - Trailer	Deleted By 19053041112
242	5KJJALBG3CPBE2269	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
243	5KJJALBG7CPBE2260	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
244	5KJJALBG1CPBE2268	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
245	1XPTD49X4BD116997	2011	PETERBILT 367	MV - Motor Vehicle	Current
246	1XPTD49X1BD117086	2011	PETERBILT 367	MV - Motor Vehicle	Current
247	1NKCL40X57R932532	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
248	1XPTD49X5BD117009	2011	PETERBILT 367	MV - Motor Vehicle	Current
249	5KJJALBG6CPBE2265	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
250	5KJJALBGXCPBU4685	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
251	5KJJALBG2CPBE2263	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
252	2NP2HN7X2CM137944	2012	PETERBILT 337	MV - Motor Vehicle	Current
253	1XPTD49X7CD137442	2012	PETERBILT 367	MV - Motor Vehicle	Current
254	5KJJALBG5BPAY9352	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
255	5KJJALBG4BPAZ6230	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
256	5KJJALBG7CPBU4675	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
257	5KJJALBG4CPBU4682	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
258	5KJJALBG3CPBU4687	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
259	5KJJALBG5CPBU4688	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
260	5KJJALBG7CPBU4689	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
261	5KJJALBG5CPBU4691	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
262	5KJJALBG7CPBU4692	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
263	5KJJALBG9CPBU4693	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current

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264	5KJJALBG0CPBU4694	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
265	5KJJALBG2CPBU4695	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
266	5KJJALBG6BPAZ6231	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
267	5KJJALBGXCPBE2267	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
268	5KJJALBG2CPBE2280	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
269	5KJJALBG5CPBU4674	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
270	5KJJALBG0CPBU4677	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
271	5KJJALBG2CPBU4678	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
272	5KJJALBG0CPBU4680	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
273	5KJJALBG6CPBU4683	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
274	5KJJALBG4CPBU4696	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
275	5KJJALBG8CPBU4684	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
276	1XPTD49X3CD137535	2012	PETERBILT 367	MV - Motor Vehicle	Current
277	1C9SB542XB1109407	2011	CAMBELT CD24	TR - Trailer	Current
278	5KJJALBG8BPAZ5095	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
279	5KJJALBGXBPAZ5096	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
280	5KJJALBG1BPAZ5097	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
281	5KJJALBG8CPBE2283	2012	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 19111534624
282	5KJJALBG7CPBE2288	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
283	5KJJALBG5CPBE2290	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
284	5KJJALBG8CPBE2297	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
285	5KJJALBGXCPBE2298	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
286	5KJJALBG3CPBU4690	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
287	5KJJALBG9CPBE2261	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
288	5KJJALBG7CPBE2310	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
289	5KJRALBGXCPBE2305	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
290	5KJRALBG9CPBE2103	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
291	5KJJALBG9CPBE2311	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
292	5KJJALBG3CPBE2286	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current

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293	5KJJALBG7CPBE2291	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
294	5KJJALBG9CPBE2292	2012	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 19111534624
295	5KJJALBG0CPBE2309	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
296	5KJRALBG7CPBE2102	2012	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 19111534624
297	5KJJALBG0CPBE2312	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
298	5DDKM402371002699	2007	RHINO RHINO Q	TR - Trailer	Current
299	2PLC042246BM12738	2006	PEERLESS CH-42-2A.	TR - Trailer	Current
300	5KJJALBG4CPBE2278	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
301	5KJJALBG2CPBE2277	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
302	5KJJALBG4CPBE2264	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
303	5DDKM402571002557	2007	RHINO RHINO Q	TR - Trailer	Current
304	5KJJALBG0CPBE2276	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
305	5KJRALBG5CPBE2101	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
306	5KJJALBG9CPBE2275	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
307	5KJJALBG2BPAY9356	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
308	5KJJALBG8CPBE2266	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
309	5KJJALBG7CPBE2307	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
310	5KJJALBG9CPBE2308	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
311	1NKCL40X97R932534	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
312	2T9NSY3PX6E165027	2006	HYDRA RIG NS271	TR - Trailer	Current
313	5KJJALBG0BPAY9355	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
314	1A9L7452X8A245540	2008	ATOKA HRS-10001	TR - Trailer	Current
315	5DDKM402371003061	2007	Kalyn 4 IN, Fig. 1002	TR - Trailer	Current
316	5KJJALBG2BPAY7929	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
317	5KJJALBGXBPAY7936	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
318	5KJJALBG6BPAY9344	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
319	5KJJALBG2BPAY9342	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
320	5KJJALBG4BPAY9343	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
321	5KJJALBG8BPAY7935	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current

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322	5KJJALBG5BPAY9349	2011	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 19111534624
323	5KJJALBG3BPAY9351	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
324	5KJJALBG6BPAY7934	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
325	5KJJALBG9BPAY9354	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
326	5KJJALBG0BPAY7931	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
327	5KJJALBG3BPAY9348	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
328	5KJJALBG8BPAY9345	2011	WESTERN STAR 4900SA	MV - Motor Vehicle	Current
329	5KJJALBG1BPAY9350	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
330	2PLC042375BM12112	2005	PEERLESS CH-4-3A	TR - Trailer	Current
331	5KJJALBG5CPBE2306	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
332	5KJRALBG3BPAX2990	2011	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 19111534624
333	5KJRALBG0BPAX2994	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
334	2NP2HN7X3CM137953	2012	PETERBILT 337	MV - Motor Vehicle	Current
335	2PLC03527VBJ84920	1997	PEERLESS CH-40-8-A	TR - Trailer	Current
336	5KJRALBG7BPAX2989	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
337	5KJRALBG9BPAX2993	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
338	5KJRALBG5BPAX2991	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
339	5KJJALBG1BPAY9347	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
340	5KJJALBGXBPAY9346	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
341	1XPTD49X49D773373	2009	PETERBILT 367	MV - Motor Vehicle	Current
342	5KJJALDR2BPAW9123	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
343	5KJJALDR4BPAW9124	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
344	1B9WS56278T287171	2008	SAND KING SK4000	TR - Trailer	Current
345	2T9SASUB77D016135	2007	TYCROP TRA/REM INCOMPLETE	TR - Trailer	Current
346	1T9JBHE159T499382	2009	THERM DYNAMICS TD1200	TR - Trailer	Current
347	5KJJALBG2BPAY7932	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
348	1XPTD49X19S773413	2008	PETERBILT 367	MV - Motor Vehicle	Current

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349	1XPFD49X57D656363	2007	PETERBILT 378	MV - Motor Vehicle	Current
350	1PMS34331C1039557	2012	POLAR SK-4000	TR - Trailer	Current
351	1C9SC4431BM810996	2011	CVA-9.4K-90-TR-P-TRI-MW	TR - Trailer	Current
352	1C9SC443XBM810995	2011	CVA-9.4K-90-TR-P-TRI-MW	TR - Trailer	Current
353	1XKDD40X77R932250	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
354	5KJJALBG4BPAY7933	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
355	1XPTD49X29D788910	2009	PETERBILT 367	MV - Motor Vehicle	Current
356	5KJJALDR8APAL1281	2010	WESTERN STAR 4900	MV - Motor Vehicle	Current
357	5KJJALDRXAPAL1282	2010	WESTERN STAR 4900	MV - Motor Vehicle	Current
358	5KJJALDRXAPAL1279	2010	WESTERN STAR 4900	MV - Motor Vehicle	Current
359	1NKCL40X97R995861	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
360	5KJJALDRX9PAL1276	2009	WESTERN STAR 4900	MV - Motor Vehicle	Current
361	16VCX1625D4D57770	2013	BIG TEX TRAILER	TR - Trailer	Current
362	2511106184	2012	SAND KING SK4002	TR - Trailer	Current
363	2511106182	2010	SAND KING SK4002	TR - Trailer	Current
364	2511106183	2012	SAND KING SK4002	TR - Trailer	Current
365	2511106185	2012	SAND KING SK4002	TR - Trailer	Current
366	2PLC041236BB12757	2006	PEERLESS CH-41-2A	TR - Trailer	Current
367	1NKDL40X57R995991	2007	KENWORTH T800	TR - Trailer	Current
368	1XKDD00X87R992966	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Deleted By 19111534624
369	1NKCL40X77R995860	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
370	2NP2HN7X5BM116908	2011	PETERBILT 337	MV - Motor Vehicle	Current
371	1XKDD00X47R997520	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
372	1XKDD00X67R997535	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
373	2PLC041225BM12110	2005	PEERLESS CH-41-2A	TR - Trailer	Current
374	1T9SS5612FR719667	2015	TV PORT-A-BULK	TR - Trailer	Current
375	1T9SS5610FR719781	2015	TV PORT-A-BULK	TR - Trailer	Current
376	1T9SS5610FR719666	2015	TV PORT-A-BULK	TR - Trailer	Current
377	1XPTD49XX8D656346	2008	PETERBILT 367	MV - Motor Vehicle	Current

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378	1XPTD49X68D740048	2008	PETERBILT 367	MV - Motor Vehicle	Current
379	1XKDD00X77R995910	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
380	2PLC041226BJ12536	2006	TYCROP CHASSIS CH-41-2A	TR - Trailer	Current
381	2PLC04126BJ12535	2006	TYCROP CHASSIS CH-41-2A	TR - Trailer	Current
382	2PLC041246BJ12537	2006	PEERLESS CH-41-2A	TR - Trailer	Current
383	1NKCL40X57R995856	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
384	1NKCL40X27R995846	2007	KENWORTH C5 SERIES	MV - Motor Vehicle	Current
385	2NP3LN9X9DM172207	2013	PETERBILT 348	MV - Motor Vehicle	Current
386	2PLG04128BC11752	2008	PEERLESS CH-41-2A	TR - Trailer	Current
387	1XPTD49XX8D739890	2008	PETERBILT 367	MV - Motor Vehicle	Current
388	1XKDD00X27R995894	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
389	1T9SS5614FR719783	2015	TV SINGLE COMPARTMENT	TR - Trailer	Current
390	5KJRALBGXBPBE2092	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
391	5KJRALBG1BPBE2093	2011	WESTERN STAR 4900	MV - Motor Vehicle	Current
392	5KJRALBG1CPBE2094	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
393	5KJRALBG3CPBE2095	2012	WESTERN STAR 4900	MV - Motor Vehicle	Current
394	1T9SS561XFR719786	2015	TROXELL-VIKING	TR - Trailer	Current
395	1T9SS5612FR719782	2015	TV SINGLE COMPARTMENT	TR - Trailer	Current
396	1T9SS5616FR719784	2015	TROXELL-VIKING	TR - Trailer	Current
397	1T9SS5618FR719785	2015	TROXELL-VIKING	TR - Trailer	Current
398	17YBP1621CB051027	2012	TRAILER&WHEEL 1100 CU.FT.	TR - Trailer	Current
399	2PLC042326BA12754	2006	PEERLESS CH-42-3A	TR - Trailer	Current
400	2PLC042326BB12756	2006	PEERLESS CH-42-3A	TR - Trailer	Current
401	2806106123	2010	CONVEY-ALL SAND KING 4002	TR - Trailer	Current
402	1XPFD49X27D656367	2007	PETERBILT 378	MV - Motor Vehicle	Current
403	5KJJALDR49PAL1242	2009	WESTERN STAR 4900	MV - Motor Vehicle	Current
404	1403106071	2010	CONVEY-ALL SK-4002	TR - Trailer	Current

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405	1403106070	2010	CONVEY-ALL SK 4002	TR - Trailer	Current
406	2PLC042307BH13178	2007	PEERLESS CH-42-3A	TR - Trailer	Current
407	2PLC042347BK13182	2007	PEERLESS CH-42-3A	TR - Trailer	Current
408	2PLC042347BJ13180	2007	PEERLESS CH-42-3A	TR - Trailer	Current
409	2PLC042367BJ13181	2007	PEERLESS CH-42-3A	TR - Trailer	Current
410	2PLC042347GJ13179	2007	PEERLESS CH-42-3A	TR - Trailer	Current
411	2PLC042397BH13177	2007	PEERLESS CH-42-BA	TR - Trailer	Current
412	5DDKM362061002319	2006	KALYN	TR - Trailer	Current
413	1403106072	2010	CONVEY-ALL SK-4002	TR - Trailer	Current
414	1403106073	2010	CONVEY-ALL SK 4002	TR - Trailer	Current
415	1403106074	2010	CONVEY-ALL SK 4002	TR - Trailer	Current
416	1403106075	2010	CONVEY-ALL SK 4002	TR - Trailer	Current
417	2PLC042377BH13176	2007	PEERLESS CH-42-BA	TR - Trailer	Current
418	3WKDD40X96F986604	2006	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
419	2PLC042367BK13183	2007	PEERLESS CH-42-3A	TR - Trailer	Current
420	1XPTD49X99D773451	2009	PETERBILT 367	MV - Motor Vehicle	Current
421	3BKBL59X6AF943841	2010	KENWORTH	MV - Motor Vehicle	Current
422	1XKDD00XX7R997523	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Deleted By 20040916366
423	2PLC042346BA12755	2006	PEERLESS CH-42-3A	TR - Trailer	Current
424	1XKDD00X37R996097	2007	KENWORTH T8 SERIES	MV - Motor Vehicle	Current
425	3WKDD40X96F986912	2006	KENWORTH T8 SERIES	MV - Motor Vehicle	Current

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Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	The Debtor's right, title and interest in, to and under the following, other than Excluded Property (as defined below), in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"): (a) all Equipment (as defined below); (b) all Certificates of Title (as defined below), books and records of the Debtor pertaining to any of the Equipment; (c) to the extent not otherwise included, all Proceeds (as defined below) of any and all of the foregoing, in each case, to the extent identifiable; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c) or any other part of the Canadian Security Agreement (as defined below) or any other Loan Document (as defined in the Credit Agreement as defined below), the security interest created by the Canadian Security Agreement shall not extend to, and the term "Collateral," and other terms defining the components of the Collateral in the foregoing clauses (a) through (c) shall not include, and none of the representations, warranties, covenants or any other provisions in the Canadian Security Agreement shall be deemed to apply to, any property constituting Excluded Property.	Current
2	As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA (as defined in the Credit Agreement): (a) Chattel Paper; (b) Goods; (c) Instrument; (d) Intangible; (e) Investment Property; (f) Money; (g) Proceeds; (h) Securities Account; and (i) Security Entitlements. As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (as defined below) (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof): (a) Certificate of Title; (b) Commodity Account; (c) Commercial Tort Claim; (d) Documents; (e) Fixtures; and (f) Letter-of-Credit Rights.	Current

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- 3 As used in this Financing Statement, the following terms other than "Debtor" and "Secured Party" shall have the following meanings as set out in the "Canadian Security Agreement" dated January 28, 2019 among inter alios the Debtor and the Secured Party: Current
"ABL Security Agreement" shall mean, collectively (i) that certain Amended and Restated U.S. Security Agreement, dated as of October 3, 2018 and (ii) that certain Amended and Restated Canadian Security Agreement, dated as of October 3, 2018, in each case, as amended by that certain Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019.
"Account" shall mean each and every "account" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting an "account" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.
"Borrower" shall mean BJ Services, LLC, a Delaware limited liability company.
"Copyright Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright.
- 4 "Copyrights" shall mean, with respect to the Debtor, all of the Debtor's right, title and interest in and to all works of authorship and all intellectual property rights therein, all Canadian, United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (a) all registrations and applications in the Canadian Intellectual Property Office or any similar office or agency in Canada, any Province or Territory thereof, or any other country or political subdivision thereof for registration thereof, (b) all extensions, renewals, and restorations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world. Current
"Credit Agreement" shall mean that certain Term Loan Credit and Guaranty Agreement, dated on or about January 28, 2019, among the Debtor, the Secured Party and any other Person (as defined in the Credit Agreement) party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).
"Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.

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- 5 "Equipment" shall mean all Goods that constitute "equipment" (as defined in the PPSA), machinery and similar Goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods, of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing, but excluding, in each case, any Inventory. Current
"Excluded Property" shall mean:
(a) any Equity Interests (as defined in the Credit Agreement);
(b) any Deposit Accounts, Commodity Accounts and Securities Accounts (other than Deposit Accounts, Commodity Accounts and Securities Accounts that are created pursuant to Section 2.05(b)(i) or (ii) of the Credit Agreement);
(c) any Accounts;
(d) any Inventory;
(e) any Fixtures;
(f) any Real Property;
(g) any Intellectual Property;
(h) any Intangible and Chattel Paper;
(i) any Investment Property;
(j) to the extent not constituting identifiable Proceeds of Collateral, any Instrument;
(k) any assets that would otherwise be Collateral as to which the Borrower and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien (as defined in the Credit Agreement), pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Parties of the security to be afforded thereby;
- 6 "Excluded Property" shall mean: Current
(a) any Equity Interests (as defined in the Credit Agreement);
(b) any Deposit Accounts, Commodity Accounts and Securities Accounts (other than Deposit Accounts, Commodity Accounts and Securities Accounts that are created pursuant to Section 2.05(b)(i) or (ii) of the Credit Agreement);
(c) any Accounts;
(d) any Inventory;
(e) any Fixtures;
(f) any Real Property;
(g) any Intellectual Property;
(h) any Intangible and Chattel Paper;
(i) any Investment Property;
(j) to the extent not constituting identifiable Proceeds of Collateral, any Instrument;
(k) any assets that would otherwise be Collateral as to which the Borrower and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien (as defined in the Credit Agreement), pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Parties of the security to be afforded thereby;
- 7 (l) any Letter-of-Credit Rights; Current
(m) any Commercial Tort Claims;
(n) any Security Entitlements;
(o) any Documents other than Certificates of Title and books and records pertaining to any of the Equipment;
(p) to the extent not constituting identifiable proceeds of Collateral, all Cash Equivalents (as defined in the Credit Agreement) other cash and Money;
(q) any Goods (other than to the extent constituting Equipment);
(r) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable Laws (as defined in the Credit Agreement), except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (as defined in the Credit Agreement) (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (r);

Search ID #: Z12731104

- 8 (s) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease (as defined in the Credit Agreement) obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein, (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than any Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provisions referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement, shall automatically cease to constitute "Excluded Property" under this clause (i);
(t) any casualty or other insurance proceeds to the extent not related to Collateral;
(u) reserved ; and
(v) any "Collateral" as defined in or under the ABL Security Agreement, as in effect on the Closing Date (as defined in the Credit Agreement). Current
- 9 "Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under Canadian, United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, industrial designs, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.
"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person. Current
- 10 "Patent Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement or other violation of any Patent.
"Patents" shall mean, with respect to the Debtor, all of the Debtor's right, title and interest in and to all patentable inventions and designs, all United States, Canadian, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (a) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (b) all inventions and improvements described and claimed therein, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world. Current

Search ID #: Z12731104

- 11 "Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant Fixtures, all Intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof. Current
"Trademark Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution, or other violation of any Trademark or permitting co-existence with respect to a Trademark.
- 12 "Trademarks" shall mean, with respect to the Debtor, all of such Debtor's right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (a) all registrations and applications for registration thereof, (b) all extensions and renewals thereof, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world. Current
- 13 "Trade Secrets" shall mean, with respect to the Debtor, all of such Debtor's right, title and interest in and to all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, and with respect to any and all of the foregoing (a) all rights to sue or otherwise recover for any past, present and future misappropriation or other violation thereof, (b) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (c) all other rights of any kind accruing thereunder or pertaining thereto throughout the world. Current
- 14 "Trade Secret Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Trade Secret or otherwise providing for a covenant not to sue for misappropriation or other violation of a Trade Secret. Current
"UCC" shall mean the "Uniform Commercial Code" as defined in the Credit Agreement.
"Vehicles" shall mean all autos, trucks, trailers, tractors, mobile homes, designated manufactured homes, airplanes or aircraft, boats, outboard motors for boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other motor vehicles and serial number goods, whether or not covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing.

Search ID #: Z12731104

Business Debtor Search For:

BJ SERVICES HOLDINGS CANADA ULC

Search ID #: Z12731104

Date of Search: 2020-Jun-08

Time of Search: 14:32:28

Registration Number: 20012117412

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jan-21

Registration Status: Current

Expiry Date: 2028-Jan-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 BJ SERVICES HOLDINGS CANADA, ULC
20TH FLOOR, 250 HOWE STREET
VANCOUVER BRITISH COLUMBIA COUNTRY:, BC V6C 3R8

Current

Secured Party / Parties**Block****Status**

1 TRANSCOURT INC.
2421 BRISTOL CIRCLE, SUITE 206
OAKVILLE, ON L6H 5S9

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2TLDL4437GB000160	2016	TREMCAR SS TRIDEM 2 CMPT	TR - Trailer	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LEASE REFERENCE A-486 ASSET ID: 10909 TRAILER NO: 1632160 VIN: 2TLDL4437GB000160 ALL PARTS, ACCESSORIES, ATTACHMENTS, ADDITIONS AND ACCRETIONS TO THE SERIAL NUMBERED COLLATERAL TOGETHER WITH ANY REPLACEMENTS THEREOF OR SUBSTITUTIONS THEREFOR, ANY ACCESSIONS OR REPAIRS MADE TO THE FOREGOING. PROCEEDS: GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).	Current

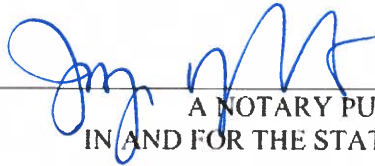
Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	This registration is a re-registration of registration 17081521283 pursuant to section 35 (7) of the Personal Property Security Act.	Current

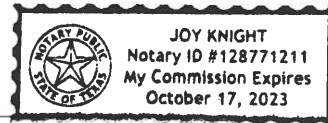
Search ID #: Z12731104

Result Complete

THIS IS **EXHIBIT "9"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS





Saskatchewan Personal Property Registry Search Result

Searching Party: Franklin, Laina
Search Date: 08-Jun-2020 14:36:35
Search Type: Standard

Search #: 203308026
Client Reference: 78081.8/KD/ljf
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

BJ Services Holdings Canada, ULC

The following list displays all matches & indicates the ones that were selected.

3 Registration(s) Found: Exacts (3) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301826148	Personal Property Security Agreement	BJ SERVICES HOLDINGS CANADA, ULC	TOMBALL	N/A
Yes	Exact	301829667	Personal Property Security Agreement	BJ SERVICES HOLDINGS CANADA, ULC	Tomball	N/A
Yes	Exact	301862932	Personal Property Security Agreement	BJ SERVICES HOLDINGS CANADA, ULC	Tomball	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 11-Oct-2018 15:43:15

Registration #: 301826148
Expiry Date: 26-May-2024

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9 Canada

Secured Party

Item #:	1	Address:	MAIL CODE NY1-C413, 4 CMC
Party ID:	153106522-1		BROOKLYN, New York
Entity Type:	Business		11245-0001
Name:	JPMORGAN CHASE BANK, N.A.		United States of America

Debtor Party

* Item #:	1	Address:	11211 FM 2920 ROAD
Party ID:	153106523-1		TOMBALL, Texas
Entity Type:	Business		77375
Name:	BJ SERVICES HOLDINGS CANADA, ULC		United States of America

General Property

Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all cash equivalents and other cash;
- (c) all Commodity Accounts;
- (d) all Deposit Accounts;
- (e) all Inventory;
- (f) all Money;
- (g) all Securities Accounts;
- (h) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Chattel Paper;
- (i) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Documents of Title;
- (j) solely to the extent relating to Accounts, Inventory, and other Collateral, all Goods;
- (k) solely to the extent relating to Accounts, Inventory, and other Collateral, all Intangibles (other than Intellectual Property);
- (l) solely to the extent relating to Accounts, Inventory, and other Collateral, all Instruments;
- (m) solely to the extent relating to anything to the contrary contained in the foregoing, the security interest shall not extend to any property constituting Excluded Property. Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless (a)



Saskatchewan Personal Property Registry Search Result

any such assets or property received in such exchange are themselves Excluded Property (b) or such Proceeds are identifiable as Proceeds of such Excluded Property. As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA:

- (a) Chattel Paper;
- (b) Document of Title;
- (c) Fixtures;
- (d) Goods;
- (e) Instruments;
- (f) Intangibles;
- (g) Investment Property;
- (h) Money;
- (i) Proceeds;
- (j) Securities Accounts; and
- (k) Security Entitlements.

As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Commercial Tort Claim;
- (c) Commodity Account;
- (d) Letter-of-Credit Rights; and
- (e) Supporting Obligations.

As used in this Financing Statement, the following terms shall have the following meanings:

"Account" shall mean "accounts" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).

"Certificate of Title" shall have the meaning given that term in the UCC.

"Credit Agreement" shall mean that certain Revolving Credit and Guaranty Agreement, dated on or about May 30, 2017, as amended pursuant to that certain Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement among the Debtor, the Secured

Party and any other Person party thereto dated as of October 3, 2018 and a Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement dated on or about January 28, 2019 (as amended, restated,

amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.

"Equipment" shall mean all Goods that constitute "equipment" (as defined in the PPSA), machinery and similar Goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing but excluding, in each case, any Inventory.

"Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"Excluded Property" shall mean:

- (a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding U.S.\$1,000,000 (or the equivalent amount in Canadian dollars) individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed U.S.\$5,000,000 (or the equivalent amount in Canadian dollars) in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) and the funds contained in such accounts from time to time while such funds are contained therein collectively being, the "Excluded Accounts");
- (b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;
- (c) any Equipment, and all Certificates of Title and books and records pertaining to any of the Equipment;
- (d) any Fixtures;
- (e) any Real Property;
- (f) any Intellectual Property;



Saskatchewan Personal Property Registry Search Result

(g) any Intangible and Chattel Paper to the extent not relating to any Collateral;
(h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);
(i) any Instrument to the extent not relating to any Collateral;
(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;
(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights (i) constituting Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;
(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of U.S.\$1,000,000 (or the equivalent amount in Canadian dollars);
(m) any Security Entitlements to the extent not relating to any Collateral;
(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);
(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);
(p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks);
(q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and
(r) to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on the date of the Credit Agreement.

"Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any



Saskatchewan Personal Property Registry Search Result

conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"PPSA" shall mean The Personal Property Security Act (Alberta), together with any regulations thereunder, in each case as in effect from time to time.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other vehicles, whether or not the same would be covered by a Certificate of Title under the law of any state, if governed thereby, and all tires and other appurtenances to any of the foregoing.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 11-Oct-2018 15:43:15

Registration #: 301826148
Transaction #: 1
Expiry Date: 26-May-2024

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9
			Canada

Secured Party

Item #:	1	Address:	MAIL CODE NY1-C413, 4 CMC
Party ID:	153106522-1		BROOKLYN, New York
Entity Type:	Business		11245-0001
Name:	JPMORGAN CHASE BANK, N.A.		United States of America

Debtor Party

Item #:	1	Address:	11211 FM 2920 ROAD
Party ID:	153106523-1		TOMBALL, Texas
Entity Type:	Business		77375
Name:	BJ SERVICES HOLDINGS CANADA, ULC		United States of America



Saskatchewan Personal Property Registry Search Result

Serial Property

Item #:	1	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 335 MAINT TRUCK
Serial #:	2NPLHN7X78M750590	Model:	
Override:	No	Color:	
Item #:	2	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 335 MAINT TRUCK
Serial #:	2NPLHZ7X87M669152	Model:	
Override:	No	Color:	
Item #:	3	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 STAKEBED
Serial #:	2NP3LN9X3BM116857	Model:	
Override:	No	Color:	
Item #:	4	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X38D739956	Model:	
Override:	No	Color:	
Item #:	5	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X68D740048	Model:	
Override:	No	Color:	
Item #:	6	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XX8D739890	Model:	
Override:	No	Color:	
Item #:	7	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X49D773373	Model:	
Override:	No	Color:	
Item #:	8	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X19S773413	Model:	
Override:	Yes	Color:	
Item #:	9	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR UNI
Serial #:	1XPTD49X99D773451	Model:	
Override:	No	Color:	
Item #:	10	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X4BD116997	Model:	
Override:	No	Color:	
Item #:	11	Year:	2011



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X1BD117086	Model:	
Override:	No	Color:	
Item #:	12	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XXBD123131	Model:	
Override:	No	Color:	
Item #:	13	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X8BD123130	Model:	
Override:	No	Color:	
Item #:	14	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XX8D656346	Model:	
Override:	No	Color:	
Item #:	15	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X27D656367	Model:	
Override:	No	Color:	
Item #:	16	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X57D656363	Model:	
Override:	No	Color:	
Item #:	17	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X05D884171	Model:	
Override:	No	Color:	
Item #:	18	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49XX6D884213	Model:	
Override:	No	Color:	
Item #:	19	Year:	1999
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 379 TRACTOR UNI
Serial #:	1XP5DR9X9XD461116	Model:	
Override:	No	Color:	
Item #:	20	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 357 TRACTOR CON
Serial #:	1XPAD4TX56D898751	Model:	
Override:	No	Color:	
Item #:	21	Year:	2004
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR CON
Serial #:	1XPFP4TX84D815954	Model:	



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Override:	No	Color:	
Item #:	22	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X7CD137442	Model:	
Override:	No	Color:	
Item #:	23	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X3CD137583	Model:	
Override:	No	Color:	
Item #:	24	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X8CM137950	Model:	
Override:	No	Color:	
Item #:	25	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X8CM137981	Model:	
Override:	No	Color:	
Item #:	26	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 STAKEBED
Serial #:	2NP3LN9X8CM137396	Model:	
Override:	No	Color:	
Item #:	27	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X9DD166247	Model:	
Override:	No	Color:	
Item #:	28	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XXDD166161	Model:	
Override:	No	Color:	
Item #:	29	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR UNI
Serial #:	1XPTD49X1DD163312	Model:	
Override:	No	Color:	
Item #:	30	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X5DD166150	Model:	
Override:	No	Color:	
Item #:	31	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	3WKDD40X06F986572	Model:	
Override:	No	Color:	



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Item #:	32	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X6DD166108	Model:	
Override:	No	Color:	
Item #:	33	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 STAKEBED
Serial #:	2NP3LN9X0DM185816	Model:	
Override:	No	Color:	
Item #:	34	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X7DD166389	Model:	
Override:	No	Color:	
Item #:	35	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X1DM172198	Model:	
Override:	No	Color:	
Item #:	36	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X9DM185846	Model:	
Override:	No	Color:	
Item #:	37	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X0DD166430	Model:	
Override:	No	Color:	
Item #:	38	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X2DD166431	Model:	
Override:	No	Color:	
Item #:	39	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X1DD183298	Model:	
Override:	No	Color:	
Item #:	40	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X7DD166327	Model:	
Override:	No	Color:	
Item #:	41	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PTRB 367 TRACTOR HYD
Serial #:	1XPTD49X4DD166480	Model:	
Override:	No	Color:	
Item #:	42	Year:	2012
Serial Type:	Trailer	Make/Desc:	1100 CU. FT. AIR COMPRESS



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Serial #:	17YBP1621CB051027	Model:	
Override:	No	Color:	
Item #:	43	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X37R996097	Model:	
Override:	No	Color:	
Item #:	44	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X77R995910	Model:	
Override:	No	Color:	
Item #:	45	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X46F986915	Model:	
Override:	No	Color:	
Item #:	46	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X47R997520	Model:	
Override:	No	Color:	
Item #:	47	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R995894	Model:	
Override:	No	Color:	
Item #:	48	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-18
Serial #:	1XKDD00X87R992966	Model:	
Override:	No	Color:	
Item #:	49	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R995902	Model:	
Override:	No	Color:	
Item #:	50	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R995913	Model:	
Override:	No	Color:	
Item #:	51	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X56R992681	Model:	
Override:	No	Color:	
Item #:	52	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X57R995906	Model:	
Override:	No	Color:	



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Item #:	53	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X76F986603	Model:	
Override:	No	Color:	
Item #:	54	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X26F986606	Model:	
Override:	No	Color:	
Item #:	55	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-14
Serial #:	3WKDD40X96F986893	Model:	
Override:	No	Color:	
Item #:	56	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X96F986604	Model:	
Override:	No	Color:	
Item #:	57	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X56R987531	Model:	
Override:	No	Color:	
Item #:	58	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK76PV17797	Model:	
Override:	No	Color:	
Item #:	59	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD40X25R979800	Model:	
Override:	No	Color:	
Item #:	60	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X06F986605	Model:	
Override:	No	Color:	
Item #:	61	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R994371	Model:	
Override:	No	Color:	
Item #:	62	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-18
Serial #:	1XKDD00X67R992965	Model:	
Override:	No	Color:	
Item #:	63	Year:	2006



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Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial #:	1XKDD00X76R992679	Model:	
Override:	No	Color:	
Item #:	64	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X37R995886	Model:	
Override:	No	Color:	
Item #:	65	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X46F986607	Model:	
Override:	No	Color:	
Item #:	66	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R995880	Model:	
Override:	No	Color:	
Item #:	67	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R997533	Model:	
Override:	No	Color:	
Item #:	68	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R997522	Model:	
Override:	No	Color:	
Item #:	69	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X47R995895	Model:	
Override:	No	Color:	
Item #:	70	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R995892	Model:	
Override:	No	Color:	
Item #:	71	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial #:	1XKDD00X37R995919	Model:	
Override:	No	Color:	
Item #:	72	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK07PZ24202	Model:	
Override:	No	Color:	
Item #:	73	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK27PZ24203	Model:	



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Override:	No	Color:	
Item #:	74	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial #:	1XKDD00X17R995899	Model:	
Override:	No	Color:	
Item #:	75	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X96F986912	Model:	
Override:	No	Color:	
Item #:	76	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X77R994370	Model:	
Override:	No	Color:	
Item #:	77	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK07PZ24197	Model:	
Override:	No	Color:	
Item #:	78	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial #:	1XKDD00X47R995900	Model:	
Override:	No	Color:	
Item #:	79	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X57R995923	Model:	
Override:	No	Color:	
Item #:	80	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK47PZ24204	Model:	
Override:	No	Color:	
Item #:	81	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial #:	1XKDD00X17R995918	Model:	
Override:	No	Color:	
Item #:	82	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK77PZ24195	Model:	
Override:	No	Color:	
Item #:	83	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK97PZ24201	Model:	
Override:	No	Color:	



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Item #:	84	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40XX6J992178	Model:	
Override:	No	Color:	
Item #:	85	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK48PY65298	Model:	
Override:	No	Color:	
Item #:	86	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK38PZ24213	Model:	
Override:	No	Color:	
Item #:	87	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK77PZ24200	Model:	
Override:	No	Color:	
Item #:	88	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK08PZ24217	Model:	
Override:	No	Color:	
Item #:	89	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK48PZ24222	Model:	
Override:	No	Color:	
Item #:	90	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK18PZ24212	Model:	
Override:	No	Color:	
Item #:	91	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R997531	Model:	
Override:	No	Color:	
Item #:	92	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R997528	Model:	
Override:	No	Color:	
Item #:	93	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-16
Serial #:	5KJRALBG4CPBE2316	Model:	
Override:	No	Color:	
Item #:	94	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16



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Serial #:	1XKDD00X97R992698	Model:	
Override:	No	Color:	
Item #:	95	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X06F986569	Model:	
Override:	No	Color:	
Item #:	96	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X06R990868	Model:	
Override:	No	Color:	
Item #:	97	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X17R997524	Model:	
Override:	No	Color:	
Item #:	98	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40X86J992177	Model:	
Override:	No	Color:	
Item #:	99	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK28PZ24218	Model:	
Override:	No	Color:	
Item #:	100	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC57AY20204	Model:	
Override:	No	Color:	
Item #:	101	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R995897	Model:	
Override:	No	Color:	
Item #:	102	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG8BPAZ6229	Model:	
Override:	No	Color:	
Item #:	103	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD40X45R979796	Model:	
Override:	No	Color:	
Item #:	104	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK19PAH2380	Model:	
Override:	No	Color:	



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Item #:	105	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-14
Serial #:	3WKDD40X76F986892	Model:	
Override:	No	Color:	
Item #:	106	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR49PAL1242	Model:	
Override:	No	Color:	
Item #:	107	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X66R992690	Model:	
Override:	No	Color:	
Item #:	108	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40X66J992176	Model:	
Override:	No	Color:	
Item #:	109	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD40X15R979786	Model:	
Override:	No	Color:	
Item #:	110	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR2BPAW9123	Model:	
Override:	No	Color:	
Item #:	111	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR4BPAW9124	Model:	
Override:	No	Color:	
Item #:	112	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG7BPAX2989	Model:	
Override:	No	Color:	
Item #:	113	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG5BPAX2991	Model:	
Override:	No	Color:	
Item #:	114	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG9BPAX2993	Model:	
Override:	No	Color:	
Item #:	115	Year:	2011



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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG0BPAX2994	Model:	
Override:	No	Color:	
Item #:	116	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X76R987532	Model:	
Override:	No	Color:	
Item #:	117	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR8APAL1281	Model:	
Override:	No	Color:	
Item #:	118	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG3BPAX2990	Model:	
Override:	No	Color:	
Item #:	119	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDRXAPAL1279	Model:	
Override:	No	Color:	
Item #:	120	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDRX9PAL1276	Model:	
Override:	No	Color:	
Item #:	121	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDRXAPAL1282	Model:	
Override:	No	Color:	
Item #:	122	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK88PZ24210	Model:	
Override:	No	Color:	
Item #:	123	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR29PAL1272	Model:	
Override:	No	Color:	
Item #:	124	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2BPAY7929	Model:	
Override:	No	Color:	
Item #:	125	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0BPAY7931	Model:	



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Override:	No	Color:	
Item #:	126	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40X77R932250	Model:	
Override:	No	Color:	
Item #:	127	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00XX7R995920	Model:	
Override:	No	Color:	
Item #:	128	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40X97R932265	Model:	
Override:	No	Color:	
Item #:	129	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4BPAY7933	Model:	
Override:	No	Color:	
Item #:	130	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2BPAY7932	Model:	
Override:	No	Color:	
Item #:	131	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG3BPAY9348	Model:	
Override:	No	Color:	
Item #:	132	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBGXBPAY7936	Model:	
Override:	No	Color:	
Item #:	133	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG6BPAY9344	Model:	
Override:	No	Color:	
Item #:	134	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG2BPAY9342	Model:	
Override:	No	Color:	
Item #:	135	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBGXBPAY9346	Model:	
Override:	No	Color:	



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Item #:	136	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG2BPAY9356	Model:	
Override:	No	Color:	
Item #:	137	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG5BPAY9352	Model:	
Override:	No	Color:	
Item #:	138	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG4BPAY9343	Model:	
Override:	No	Color:	
Item #:	139	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG0BPAY9355	Model:	
Override:	No	Color:	
Item #:	140	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG8BPAY7935	Model:	
Override:	No	Color:	
Item #:	141	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG5BPAY9349	Model:	
Override:	No	Color:	
Item #:	142	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG1BPAY9350	Model:	
Override:	No	Color:	
Item #:	143	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG3BPAY9351	Model:	
Override:	No	Color:	
Item #:	144	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG6BPAY7934	Model:	
Override:	No	Color:	
Item #:	145	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG9BPAY9354	Model:	
Override:	No	Color:	
Item #:	146	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18



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Serial #: 5KJJALBG8BPAZ5095
Override: No

Model:
Color:

Item #: 147
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXBPAZ5096
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 148
Serial Type: Motor Vehicle
Serial #: 5KJJALBG1BPAZ5097
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 149
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8CPBE2283
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 150
Serial Type: Motor Vehicle
Serial #: 5KJJALBG3CPBE2286
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 151
Serial Type: Motor Vehicle
Serial #: 5KJJALBG7CPBE2288
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 152
Serial Type: Motor Vehicle
Serial #: 5KJJALBG5CPBE2290
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 153
Serial Type: Motor Vehicle
Serial #: 5KJJALBG7CPBE2291
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 154
Serial Type: Motor Vehicle
Serial #: 5KJJALBG9CPBE2292
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 155
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8CPBE2297
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 156
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXCPBE2298
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900SA
Model:
Color:



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Item #:	157	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG5CPBE2096	Model:	
Override:	No	Color:	
Item #:	158	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG7CPBE2097	Model:	
Override:	No	Color:	
Item #:	159	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG9CPBE2098	Model:	
Override:	No	Color:	
Item #:	160	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG3CPBE2100	Model:	
Override:	No	Color:	
Item #:	161	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG0CPBE2099	Model:	
Override:	No	Color:	
Item #:	162	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBGXCPBE2270	Model:	
Override:	No	Color:	
Item #:	163	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG1CPBE2271	Model:	
Override:	No	Color:	
Item #:	164	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALBG6CPBE2265	Model:	
Override:	No	Color:	
Item #:	165	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALBG8CPBE2266	Model:	
Override:	No	Color:	
Item #:	166	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG8BPAZ6232	Model:	
Override:	No	Color:	
Item #:	167	Year:	2012



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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALBG3CPBE2269	Model:	
Override:	No	Color:	
Item #:	168	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4CPBE2264	Model:	
Override:	No	Color:	
Item #:	169	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALBGXCPBE2267	Model:	
Override:	No	Color:	
Item #:	170	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALBG1CPBE2268	Model:	
Override:	No	Color:	
Item #:	171	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBE2277	Model:	
Override:	No	Color:	
Item #:	172	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBE2276	Model:	
Override:	No	Color:	
Item #:	173	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBE2275	Model:	
Override:	No	Color:	
Item #:	174	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBGXBPBE2092	Model:	
Override:	No	Color:	
Item #:	175	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG1BPBE2093	Model:	
Override:	No	Color:	
Item #:	176	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG1CPBE2094	Model:	
Override:	No	Color:	
Item #:	177	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG3CPBE2095	Model:	



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Override:	No	Color:	
Item #:	178	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4BPAZ6230	Model:	
Override:	No	Color:	
Item #:	179	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBE2273	Model:	
Override:	No	Color:	
Item #:	180	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBE2280	Model:	
Override:	No	Color:	
Item #:	181	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBU4674	Model:	
Override:	No	Color:	
Item #:	182	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBU4675	Model:	
Override:	No	Color:	
Item #:	183	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBU4677	Model:	
Override:	No	Color:	
Item #:	184	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBU4678	Model:	
Override:	No	Color:	
Item #:	185	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBU4680	Model:	
Override:	No	Color:	
Item #:	186	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4CPBU4682	Model:	
Override:	No	Color:	
Item #:	187	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG6CPBU4683	Model:	
Override:	No	Color:	



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Item #:	188	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG8CPBU4684	Model:	
Override:	No	Color:	
Item #:	189	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBGXCPBU4685	Model:	
Override:	No	Color:	
Item #:	190	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG3CPBU4687	Model:	
Override:	No	Color:	
Item #:	191	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBU4688	Model:	
Override:	No	Color:	
Item #:	192	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBU4689	Model:	
Override:	No	Color:	
Item #:	193	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG3CPBU4690	Model:	
Override:	No	Color:	
Item #:	194	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBU4691	Model:	
Override:	No	Color:	
Item #:	195	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBU4692	Model:	
Override:	No	Color:	
Item #:	196	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBU4693	Model:	
Override:	No	Color:	
Item #:	197	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBU4694	Model:	
Override:	No	Color:	
Item #:	198	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18



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Serial #:	5KJJALBG2CPBU4695	Model:	
Override:	No	Color:	
Item #:	199	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4CPBU4696	Model:	
Override:	No	Color:	
Item #:	200	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG6BPAZ6231	Model:	
Override:	No	Color:	
Item #:	201	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG3CPBE2272	Model:	
Override:	No	Color:	
Item #:	202	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBE2260	Model:	
Override:	No	Color:	
Item #:	203	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG6CPBE2279	Model:	
Override:	No	Color:	
Item #:	204	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBE2261	Model:	
Override:	No	Color:	
Item #:	205	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBE2263	Model:	
Override:	No	Color:	
Item #:	206	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBE2310	Model:	
Override:	No	Color:	
Item #:	207	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBE2309	Model:	
Override:	No	Color:	
Item #:	208	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBE2306	Model:	
Override:	No	Color:	



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Item #:	209	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBG5CPBE2101	Model:	
Override:	No	Color:	
Item #:	210	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBG7CPBE2102	Model:	
Override:	No	Color:	
Item #:	211	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBGXCPBE2305	Model:	
Override:	No	Color:	
Item #:	212	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBG9CPBE2103	Model:	
Override:	No	Color:	
Item #:	213	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBE2308	Model:	
Override:	No	Color:	
Item #:	214	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBE2307	Model:	
Override:	No	Color:	
Item #:	215	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG9CPBE2311	Model:	
Override:	No	Color:	
Item #:	216	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG0CPBE2312	Model:	
Override:	No	Color:	
Item #:	217	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TANDEM
Serial #:	5KJJALBG4CPBE2278	Model:	
Override:	No	Color:	
Item #:	218	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG0CPBE2259	Model:	
Override:	No	Color:	
Item #:	219	Year:	2012



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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG8CPBE2304	Model:	
Override:	No	Color:	
Item #:	220	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG8CPBE2299	Model:	
Override:	No	Color:	
Item #:	221	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG0CPBE2300	Model:	
Override:	No	Color:	
Item #:	222	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG2CPBE2301	Model:	
Override:	No	Color:	
Item #:	223	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG6CPBE2303	Model:	
Override:	No	Color:	
Item #:	224	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG4CPBE2302	Model:	
Override:	No	Color:	
Item #:	225	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG0CPBE2314	Model:	
Override:	No	Color:	
Item #:	226	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG6CPBU4697	Model:	
Override:	No	Color:	
Item #:	227	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG8CPBU4698	Model:	
Override:	No	Color:	
Item #:	228	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBGXCPBU4699	Model:	
Override:	No	Color:	
Item #:	229	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG2CPBU4700	Model:	



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Override:	No	Color:	
Item #:	230	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG4CPBU4701	Model:	
Override:	No	Color:	
Item #:	231	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG6CPBU4702	Model:	
Override:	No	Color:	
Item #:	232	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 CONV8X6
Serial #:	5KJRALBG6EPFV7483	Model:	
Override:	No	Color:	
Item #:	233	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 METERING
Serial #:	2NP3LN9X3DM185812	Model:	
Override:	No	Color:	
Item #:	234	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALDR3APAL1284	Model:	
Override:	No	Color:	
Item #:	235	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG1BPAY9347	Model:	
Override:	No	Color:	
Item #:	236	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	Maint Truck PB 2011 11/11
Serial #:	2NP2HN7X3CM137953	Model:	
Override:	No	Color:	
Item #:	237	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X67R997535	Model:	
Override:	No	Color:	
Item #:	238	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R995911	Model:	
Override:	No	Color:	
Item #:	239	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00XX7R997523	Model:	
Override:	No	Color:	



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Item #:	240	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X29D788910	Model:	
Override:	No	Color:	
Item #:	241	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R995883	Model:	
Override:	No	Color:	
Item #:	242	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X77R995924	Model:	
Override:	No	Color:	
Item #:	243	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X76R992682	Model:	
Override:	No	Color:	
Item #:	244	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R995908	Model:	
Override:	No	Color:	
Item #:	245	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X7BD123166	Model:	
Override:	No	Color:	
Item #:	246	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X28D739947	Model:	
Override:	No	Color:	
Item #:	247	Year:	1997
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 379 TRACTOR HYD
Serial #:	1XP5DR9X5VD438252	Model:	
Override:	No	Color:	
Item #:	248	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 TRUCK CONV
Serial #:	2NP2HN7X2CM137944	Model:	
Override:	No	Color:	
Item #:	249	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X5BD123151	Model:	
Override:	No	Color:	
Item #:	250	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD



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Serial #:	1XPTD49X4CD155140	Model:	
Override:	No	Color:	
Item #:	251	Year:	1999
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 379 TRACTOR HYD
Serial #:	1XP5DR9X7XD461132	Model:	
Override:	No	Color:	
Item #:	252	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X0DD166105	Model:	
Override:	No	Color:	
Item #:	253	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X67D656288	Model:	
Override:	No	Color:	
Item #:	254	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X3CD137535	Model:	
Override:	No	Color:	
Item #:	255	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X0CD137766	Model:	
Override:	No	Color:	
Item #:	256	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X3BD117090	Model:	
Override:	No	Color:	
Item #:	257	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X1CD137582	Model:	
Override:	No	Color:	
Item #:	258	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X5BD117009	Model:	
Override:	No	Color:	
Item #:	259	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 CLASS 8
Serial #:	1XPTD49X0DD188542	Model:	
Override:	No	Color:	
Item #:	260	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 CLASS 8
Serial #:	1XPTD49X1ED188566	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	261	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 CLASS 8
Serial #:	1XPTD49X9ED188587	Model:	
Override:	No	Color:	
Item #:	262	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 CLASS 8
Serial #:	1XPTD49X0ED188588	Model:	
Override:	No	Color:	
Item #:	263	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 CLASS 8
Serial #:	1XPTD49X9ED188606	Model:	
Override:	No	Color:	
Item #:	264	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 CLASS 8
Serial #:	1XPTD49X0FD188639	Model:	
Override:	No	Color:	
Item #:	265	Year:	1998
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 52-6FG35 FORKLIFT
Serial #:	10277	Model:	
Override:	Yes	Color:	
Item #:	266	Year:	1996
Serial Type:	Motor Vehicle	Make/Desc:	SELICK SD-80 FORKLIFT
Serial #:	2861611832	Model:	
Override:	Yes	Color:	
Item #:	267	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU35 FORKLIFT
Serial #:	61434	Model:	
Override:	Yes	Color:	
Item #:	268	Year:	2004
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA SFGU30 FORKLIFT
Serial #:	65784	Model:	
Override:	Yes	Color:	
Item #:	269	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	67679	Model:	
Override:	Yes	Color:	
Item #:	270	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	70516	Model:	
Override:	Yes	Color:	
Item #:	271	Year:	2006



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Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	70507	Model:	
Override:	Yes	Color:	
Item #:	272	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU25 FORKLIFT
Serial #:	80207	Model:	
Override:	Yes	Color:	
Item #:	273	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU35 FORKLIFT
Serial #:	62857	Model:	
Override:	Yes	Color:	
Item #:	274	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	70477	Model:	
Override:	Yes	Color:	
Item #:	275	Year:	1997
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 42-6-FGU25 FORKLIFT
Serial #:	62826	Model:	
Override:	Yes	Color:	
Item #:	276	Year:	1991
Serial Type:	Motor Vehicle	Make/Desc:	CATERPILLAR IT18B FORKLIFT
Serial #:	4ZD01070	Model:	
Override:	Yes	Color:	
Item #:	277	Year:	1998
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 52-6FG35 FORKLIFT
Serial #:	10051	Model:	
Override:	Yes	Color:	
Item #:	278	Year:	1998
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 52-6FG45 FORKLIFT
Serial #:	10271	Model:	
Override:	Yes	Color:	
Item #:	279	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH DELIVERY TRUCK
Serial #:	3BKBL59X6AF943841	Model:	
Override:	No	Color:	
Item #:	280	Year:	2002
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 362 LINE TRUCK
Serial #:	1NP6XR0X22D611787	Model:	
Override:	No	Color:	
Item #:	281	Year:	2002
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDLR0X62R965887	Model:	



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Override:	No	Color:	
Item #:	282	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X85R976493	Model:	
Override:	No	Color:	
Item #:	283	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X76R987535	Model:	
Override:	No	Color:	
Item #:	284	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X06R987537	Model:	
Override:	No	Color:	
Item #:	285	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X96R987536	Model:	
Override:	No	Color:	
Item #:	286	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	COURTNEY BERG XRG-10
Serial #:	2C9T2CFA063161307	Model:	
Override:	No	Color:	
Item #:	287	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X57R995988	Model:	
Override:	No	Color:	
Item #:	288	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X25R979759	Model:	
Override:	No	Color:	
Item #:	289	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X26R987538	Model:	
Override:	No	Color:	
Item #:	290	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES XTG-10
Serial #:	1NKCL40X57R932529	Model:	
Override:	No	Color:	
Item #:	291	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES XTG-10
Serial #:	1NKCL40X97R932534	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #: 292
Serial Type: Motor Vehicle
Serial #: 5KKUALBG5CPBM8104
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 XTG-40
Model:
Color:

Item #: 293
Serial Type: Motor Vehicle
Serial #: 5KKPALBGXBAX2214
Override: Yes

Year: 2011
Make/Desc: WESTERN STAR 4900 TRIAXLE
Model:
Color:

Item #: 294
Serial Type: Motor Vehicle
Serial #: 5KKPALBG1BPAX2215
Override: No

Year: 1993
Make/Desc: WESTERN STAR WB123086S
Model:
Color:

Item #: 295
Serial Type: Motor Vehicle
Serial #: 1NKDLR0X71R963466
Override: No

Year: 2001
Make/Desc: KENWORTH T8 SERIES STP430
Model:
Color:

Item #: 296
Serial Type: Motor Vehicle
Serial #: 1NKDLR0X01R963468
Override: No

Year: 2001
Make/Desc: KENWORTH T8 SERIES STP430
Model:
Color:

Item #: 297
Serial Type: Motor Vehicle
Serial #: 1NKCL40X97R995844
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Item #: 298
Serial Type: Motor Vehicle
Serial #: 1NKCL40X77R995860
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Item #: 299
Serial Type: Motor Vehicle
Serial #: 1NKCL40X97R995861
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Item #: 300
Serial Type: Motor Vehicle
Serial #: 1NKCL40X47R932537
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Item #: 301
Serial Type: Motor Vehicle
Serial #: 1NKCL40X27R932536
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Item #: 302
Serial Type: Motor Vehicle

Year: 2007
Make/Desc: PETERBILT 340 FRAC VAN



Saskatchewan Personal Property Registry Search Result

Serial #:	2NPRLZ9X87M730988	Model:	
Override:	No	Color:	
Item #:	303	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 330 FLUID VAN
Serial #:	2NPNHZ6X67M731156	Model:	
Override:	No	Color:	
Item #:	304	Year:	1996
Serial Type:	Motor Vehicle	Make/Desc:	INTERNATIONAL 4700 FRAC
Serial #:	1HTSCAAM3TH352294	Model:	
Override:	No	Color:	
Item #:	305	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	GMC C5 STE-3 FRAC VAN
Serial #:	1GDE5E3226F414920	Model:	
Override:	No	Color:	
Item #:	306	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	GMC C5500 4X4 FRAC VAN
Serial #:	1GDE5E3266F415262	Model:	
Override:	No	Color:	
Item #:	307	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	GMC C5 4X4 STE3 FRAC VAN
Serial #:	1GDE5E3266F415441	Model:	
Override:	No	Color:	
Item #:	308	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STE
Serial #:	1NKCL40X57R932532	Model:	
Override:	No	Color:	
Item #:	309	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STC
Serial #:	1NKCL40X67R932538	Model:	
Override:	No	Color:	
Item #:	310	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STC
Serial #:	1NKCL40X77R932533	Model:	
Override:	No	Color:	
Item #:	311	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STC
Serial #:	1NKCL40X07R932535	Model:	
Override:	No	Color:	
Item #:	312	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STV
Serial #:	1NKCL40X47R932540	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	313	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES HYDRA
Serial #:	1NKCL40X17R932530	Model:	
Override:	No	Color:	
Item #:	314	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES HYDRA
Serial #:	1NKCL40X37R932531	Model:	
Override:	No	Color:	
Item #:	315	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STV
Serial #:	1NKCL40X87R932539	Model:	
Override:	No	Color:	
Item #:	316	Year:	2002
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES CEMENT
Serial #:	1NKDLR9X12R965363	Model:	
Override:	No	Color:	
Item #:	317	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC17AY20202	Model:	
Override:	No	Color:	
Item #:	318	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC37AY20203	Model:	
Override:	No	Color:	
Item #:	319	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC67AY55317	Model:	
Override:	No	Color:	
Item #:	320	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	GMC C-5500 STP-1 TRUCK
Serial #:	1GDE5E3266F400888	Model:	
Override:	No	Color:	
Item #:	321	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	FREIGHTLINER M2 BUS 26
Serial #:	1FVHCYBS2DHFH5637	Model:	
Override:	No	Color:	
Item #:	322	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	FREIGHTLINER M2 BUS 26
Serial #:	1FVHCYCY6EHFP0577	Model:	
Override:	No	Color:	
Item #:	323	Year:	2011



Saskatchewan Personal Property Registry Search Result

Serial Type: Trailer
Serial #: 1C9SC4431BM810996
Override: No

Item #: 324
Serial Type: Trailer
Serial #: 1C9SC443XBM810995
Override: No

Item #: 325
Serial Type: Trailer
Serial #: 1C9SC433X5M810131
Override: No

Item #: 326
Serial Type: Trailer
Serial #: 1C9SC43385M810211
Override: No

Item #: 327
Serial Type: Trailer
Serial #: 1C9SC43306M810236
Override: No

Item #: 328
Serial Type: Trailer
Serial #: 1C9SC43346M810241
Override: No

Item #: 329
Serial Type: Trailer
Serial #: 1C9SC43376M810346
Override: No

Item #: 330
Serial Type: Trailer
Serial #: 1C9SC53236M810356
Override: No

Item #: 331
Serial Type: Trailer
Serial #: 1C9SC53236M810373
Override: No

Item #: 332
Serial Type: Trailer
Serial #: 1C9SC43356M810345
Override: No

Item #: 333
Serial Type: Trailer
Serial #: 1C9SC43286M810363

Make/Desc: CVA-9.4K-90-TR-P-TRI-MW
Model:
Color:

Year: 2011
Make/Desc: CVA-9.4K-90-TR-P-TRI-MW
Model:
Color:

Year: 2005
Make/Desc: CVA-9.4K-90-TR-P-TRI
Model:
Color:

Year: 2005
Make/Desc: CVA-9.4K-90-TR-P-TRI
Model:
Color:

Year: 2006
Make/Desc: CVA-9.4K-90-TR-P-TRI
Model:
Color:

Year: 2006
Make/Desc: CVA-9.4K-90-TR-P-TRI
Model:
Color:

Year: 2006
Make/Desc: CVA-9.4 K-90-TR-P-M/
Model:
Color:

Year: 2006
Make/Desc: CVA-16.7 K-60-TR-D-H
Model:
Color:

Year: 2006
Make/Desc: CVA-16.7 K-60-TR-D-H
Model:
Color:

Year: 2006
Make/Desc: CVA-9.4 K-90-TR-P-M/
Model:
Color:

Year: 2006
Make/Desc: CVA-9.4 K-90-TR-P-M/
Model:



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	334	Year:	2006
Serial Type:	Trailer	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial #:	1C9SC43356M810300	Model:	
Override:	No	Color:	
Item #:	335	Year:	2006
Serial Type:	Trailer	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial #:	1C9SC43346M810367	Model:	
Override:	No	Color:	
Item #:	336	Year:	2007
Serial Type:	Trailer	Make/Desc:	CVA-9.4 K-90-TR-P-M/W
Serial #:	1C9SC43317M810408	Model:	
Override:	No	Color:	
Item #:	337	Year:	2007
Serial Type:	Trailer	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial #:	1C9SC43337M810409	Model:	
Override:	No	Color:	
Item #:	338	Year:	2007
Serial Type:	Trailer	Make/Desc:	CVA-94K-90-TR-P
Serial #:	1C9SC43337M810412	Model:	
Override:	No	Color:	
Item #:	339	Year:	2011
Serial Type:	Trailer	Make/Desc:	CVA-23.5K-35-TR-D-HY
Serial #:	1C9SC5329BM810999	Model:	
Override:	No	Color:	
Item #:	340	Year:	2011
Serial Type:	Trailer	Make/Desc:	CVA-23.5K-35-TR-D-HY
Serial #:	1C9SC532XBM811000	Model:	
Override:	No	Color:	
Item #:	341	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CRT-1500
Serial #:	2PLC040206BA12584	Model:	
Override:	No	Color:	
Item #:	342	Year:	2006
Serial Type:	Trailer	Make/Desc:	KENWORTH C5 SERIES CTP450
Serial #:	1NKCL40X86R987684	Model:	
Override:	No	Color:	
Item #:	343	Year:	2007
Serial Type:	Trailer	Make/Desc:	KENWORTH C5 SERIES CTP475
Serial #:	1NKCL40X57R995856	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #: 344
Serial Type: Trailer
Serial #: 2T9SA0SB07D016116
Override: No

Year: 2007
Make/Desc: TYCROP CRT-1500.1 TWIN
Model:
Color:

Item #: 345
Serial Type: Trailer
Serial #: 2T9SASSB17D016117
Override: No

Year: 2007
Make/Desc: TYCROP NRP12000 CRT-1500
Model:
Color:

Item #: 346
Serial Type: Trailer
Serial #: 2PLC040207GJ13075
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500 TWIN
Model:
Color:

Item #: 347
Serial Type: Trailer
Serial #: 1NKCL40X27R995846
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES CTP475
Model:
Color:

Item #: 348
Serial Type: Trailer
Serial #: 2PLC040257BM13076
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500 2 TWIN
Model:
Color:

Item #: 349
Serial Type: Trailer
Serial #: 2PLC040277BM13077
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500 2 TWIN
Model:
Color:

Item #: 350
Serial Type: Trailer
Serial #: 2T9SASVC1CD016908
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC CRP-475
Model:
Color:

Item #: 351
Serial Type: Trailer
Serial #: 2T9SASVC6CD016936
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109
Model:
Color:

Item #: 352
Serial Type: Trailer
Serial #: 2T9SASVC7CD016962
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109
Model:
Color:

Item #: 353
Serial Type: Trailer
Serial #: 2T9SASVC3CD016909
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC CRP-475 CEMENTER
Model:
Color:

Item #: 354
Serial Type: Trailer

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109



Saskatchewan Personal Property Registry Search Result

Serial #:	2T9SASVC4CD016935	Model:	
Override:	No	Color:	
Item #:	355	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC5CD016961	Model:	
Override:	No	Color:	
Item #:	356	Year:	2014
Serial Type:	Trailer	Make/Desc:	PROPELL UNIT ASSY CEMENT
Serial #:	2T9SAAVC4ED016432	Model:	
Override:	No	Color:	
Item #:	357	Year:	2010
Serial Type:	Trailer	Make/Desc:	PRATT CEMENT PUMP MCP2000
Serial #:	1P9CP4023AB343236	Model:	
Override:	No	Color:	
Item #:	358	Year:	1980
Serial Type:	Trailer	Make/Desc:	SLURRY BUILT BM-100 SKID
Serial #:	CFM110017973	Model:	
Override:	No	Color:	
Item #:	359	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-38-2A CRM-100
Serial #:	2PLC038287BD12860	Model:	
Override:	No	Color:	
Item #:	360	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-38-2A CRM-100
Serial #:	2PLC038257BC12859	Model:	
Override:	No	Color:	
Item #:	361	Year:	2014
Serial Type:	Trailer	Make/Desc:	WILCO UNIT ASSY, 100 BBL
Serial #:	1W9TC3924EM257563	Model:	
Override:	No	Color:	
Item #:	362	Year:	1983
Serial Type:	Trailer	Make/Desc:	NOWSCO BUILT PSV P601
Serial #:	9088651	Model:	
Override:	No	Color:	
Item #:	363	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS562X6T287016	Model:	
Override:	No	Color:	
Item #:	364	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56286T287032	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	365	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS562X6T287164	Model:	
Override:	No	Color:	
Item #:	366	Year:	2008
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56278T287171	Model:	
Override:	No	Color:	
Item #:	367	Year:	2010
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS6027AT287160	Model:	
Override:	No	Color:	
Item #:	368	Year:	2011
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS6023BT287027	Model:	
Override:	No	Color:	
Item #:	369	Year:	2011
Serial Type:	Trailer	Make/Desc:	CAMBELT CD24 DUAL SAND
Serial #:	1C9SB542XB1109407	Model:	
Override:	No	Color:	
Item #:	370	Year:	2015
Serial Type:	Trailer	Make/Desc:	SAND KING UNIT ASSY, VAC
Serial #:	1B9DS2627FH329005	Model:	
Override:	No	Color:	
Item #:	371	Year:	1997
Serial Type:	Trailer	Make/Desc:	BATCO SAND BELT SRX-1435
Serial #:	10472	Model:	
Override:	No	Color:	
Item #:	372	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB393X6B001962	Model:	
Override:	No	Color:	
Item #:	373	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB31296B001955	Model:	
Override:	No	Color:	
Item #:	374	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB39326B002064	Model:	
Override:	No	Color:	
Item #:	375	Year:	2006



Saskatchewan Personal Property Registry Search Result

Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB39346B002048	Model:	
Override:	No	Color:	
Item #:	376	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB39366B002049	Model:	
Override:	No	Color:	
Item #:	377	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB39336B002087	Model:	
Override:	No	Color:	
Item #:	378	Year:	2004
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB3934B001966	Model:	
Override:	No	Color:	
Item #:	379	Year:	2007
Serial Type:	Trailer	Make/Desc:	STARGATE SRB-1400 SAND
Serial #:	2S9DA53567M115855	Model:	
Override:	No	Color:	
Item #:	380	Year:	2007
Serial Type:	Trailer	Make/Desc:	STARGATE SRB-1400 SAND
Serial #:	2S9DA53587M115856	Model:	
Override:	No	Color:	
Item #:	381	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB39306B001954	Model:	
Override:	No	Color:	
Item #:	382	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB31256B002021	Model:	
Override:	No	Color:	
Item #:	383	Year:	2007
Serial Type:	Trailer	Make/Desc:	STARGATE SRB-1400 SAND
Serial #:	2S9DA53527M115853	Model:	
Override:	No	Color:	
Item #:	384	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB39316B001946	Model:	
Override:	No	Color:	
Item #:	385	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB312X6B001947	Model:	



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Override:	No	Color:	
Item #:	386	Year:	2008
Serial Type:	Trailer	Make/Desc:	SAND KING 4002 SRB-4000 TR
Serial #:	2209086059	Model:	
Override:	No	Color:	
Item #:	387	Year:	1994
Serial Type:	Trailer	Make/Desc:	BESSER SRB-2700 SAND HOG
Serial #:	1B9WS562BRT287004	Model:	
Override:	No	Color:	
Item #:	388	Year:	2009
Serial Type:	Trailer	Make/Desc:	TREMCAR TRA/REM SRX-1800
Serial #:	2TLHB40359B003331	Model:	
Override:	No	Color:	
Item #:	389	Year:	2009
Serial Type:	Trailer	Make/Desc:	SAND KING 4002 SRB-4000
Serial #:	2209086060	Model:	
Override:	No	Color:	
Item #:	390	Year:	2009
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2T9HB41309D000149	Model:	
Override:	No	Color:	
Item #:	391	Year:	2008
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1107087222	Model:	
Override:	No	Color:	
Item #:	392	Year:	2005
Serial Type:	Trailer	Make/Desc:	BESSER FS-27 SRB2700 SAND
Serial #:	1B9WS50205T287081	Model:	
Override:	No	Color:	
Item #:	393	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB31246B001913	Model:	
Override:	No	Color:	
Item #:	394	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB39366B001912	Model:	
Override:	No	Color:	
Item #:	395	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB3029AB003683	Model:	
Override:	No	Color:	



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Item #:	396	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB3932AB003682	Model:	
Override:	No	Color:	
Item #:	397	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR TRA/REM SRB-1100
Serial #:	2TLBB3936AB003684	Model:	
Override:	No	Color:	
Item #:	398	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR TRA/REM SRB-1100
Serial #:	2TLBB3022AB003685	Model:	
Override:	No	Color:	
Item #:	399	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS P-36-1100 SAND
Serial #:	1S9AL14C86H474320	Model:	
Override:	No	Color:	
Item #:	400	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS SRB-1100 SAND
Serial #:	1S9AL14B06H474321	Model:	
Override:	No	Color:	
Item #:	401	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS SRB-1100 SAND
Serial #:	1S9AL14B56H474248	Model:	
Override:	No	Color:	
Item #:	402	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS SRB-1100 SAND
Serial #:	1S9AL14C26H474247	Model:	
Override:	No	Color:	
Item #:	403	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106070	Model:	
Override:	No	Color:	
Item #:	404	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106071	Model:	
Override:	No	Color:	
Item #:	405	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106072	Model:	
Override:	No	Color:	
Item #:	406	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND



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Serial #:	1403106073	Model:	
Override:	No	Color:	
Item #:	407	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4834AB003748	Model:	
Override:	No	Color:	
Item #:	408	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4836AB003749	Model:	
Override:	No	Color:	
Item #:	409	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4836AB003752	Model:	
Override:	No	Color:	
Item #:	410	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4838AB003753	Model:	
Override:	No	Color:	
Item #:	411	Year:	2006
Serial Type:	Trailer	Make/Desc:	BESSER FS-27 SRB2700 SAND
Serial #:	1B9WS50216T287007	Model:	
Override:	No	Color:	
Item #:	412	Year:	2005
Serial Type:	Trailer	Make/Desc:	BESSER FS-27 SRB2700 SAND
Serial #:	1B9WS50275T287080	Model:	
Override:	No	Color:	
Item #:	413	Year:	2009
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1311087341	Model:	
Override:	No	Color:	
Item #:	414	Year:	2009
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1311087342	Model:	
Override:	No	Color:	
Item #:	415	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4832AB003750	Model:	
Override:	No	Color:	
Item #:	416	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4834AB003751	Model:	
Override:	No	Color:	



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Item #:	417	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106074	Model:	
Override:	No	Color:	
Item #:	418	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106075	Model:	
Override:	No	Color:	
Item #:	419	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	2806106123	Model:	
Override:	No	Color:	
Item #:	420	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL TCH-1035 SAND
Serial #:	1407108166	Model:	
Override:	No	Color:	
Item #:	421	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1408108064	Model:	
Override:	No	Color:	
Item #:	422	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1407108165	Model:	
Override:	No	Color:	
Item #:	423	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1408108163	Model:	
Override:	No	Color:	
Item #:	424	Year:	2010
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106182	Model:	
Override:	No	Color:	
Item #:	425	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106183	Model:	
Override:	No	Color:	
Item #:	426	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106184	Model:	
Override:	No	Color:	
Item #:	427	Year:	2012



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Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106185	Model:	
Override:	No	Color:	
Item #:	428	Year:	2011
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL WB123064ST SAND
Serial #:	0501118456	Model:	
Override:	No	Color:	
Item #:	429	Year:	2011
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	0501118457	Model:	
Override:	No	Color:	
Item #:	430	Year:	2011
Serial Type:	Trailer	Make/Desc:	CANCADE SAND SILO TRANS
Serial #:	2C91356E1B1086271	Model:	
Override:	No	Color:	
Item #:	431	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 BULK TRANS
Serial #:	2TLHB4834CB004465	Model:	
Override:	No	Color:	
Item #:	432	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 BULK TRANS
Serial #:	2TLHB4839CB004462	Model:	
Override:	No	Color:	
Item #:	433	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 BULK TRANS
Serial #:	2TLHB4837CB004461	Model:	
Override:	No	Color:	
Item #:	434	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 335 BULK TRANSPORT
Serial #:	2TLHB4837CB004463	Model:	
Override:	No	Color:	
Item #:	435	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 BULK TRANS
Serial #:	2TLHB4832CB004464	Model:	
Override:	No	Color:	
Item #:	436	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 TRIDEM
Serial #:	2TLHB4837CB004458	Model:	
Override:	No	Color:	
Item #:	437	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 TRIDEM
Serial #:	2TLHB4836CB004466	Model:	



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Override:	No	Color:	
Item #:	438	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 TRIDEM
Serial #:	2TLHB4839CB004459	Model:	
Override:	No	Color:	
Item #:	439	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1410 TRIDEM
Serial #:	2TLHB4835CB004460	Model:	
Override:	No	Color:	
Item #:	440	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3935CB004571	Model:	
Override:	No	Color:	
Item #:	441	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3021CB004572	Model:	
Override:	No	Color:	
Item #:	442	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3939CB004573	Model:	
Override:	No	Color:	
Item #:	443	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3025CB004574	Model:	
Override:	No	Color:	
Item #:	444	Year:	2012
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL T800 SAND STOR
Serial #:	1010126439	Model:	
Override:	No	Color:	
Item #:	445	Year:	2013
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4400 SAND
Serial #:	1010126440	Model:	
Override:	No	Color:	
Item #:	446	Year:	2012
Serial Type:	Trailer	Make/Desc:	POLAR SK-4000 CHEMICAL
Serial #:	1PMS34331C1039557	Model:	
Override:	No	Color:	
Item #:	447	Year:	2004
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56274T287004	Model:	
Override:	No	Color:	



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Item #:	448	Year:	2005
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56275T287049	Model:	
Override:	No	Color:	
Item #:	449	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56286T287013	Model:	
Override:	No	Color:	
Item #:	450	Year:	2008
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS562X8T287004	Model:	
Override:	No	Color:	
Item #:	451	Year:	2009
Serial Type:	Trailer	Make/Desc:	PRATT BLENDER 125 E EXT
Serial #:	1P9CP40239B343099	Model:	
Override:	No	Color:	
Item #:	452	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-2A SRZ-70
Serial #:	2PLC042246BM12738	Model:	
Override:	No	Color:	
Item #:	453	Year:	2007
Serial Type:	Trailer	Make/Desc:	KENWORTH T800 STL-70.4
Serial #:	1NKDL40X57R995991	Model:	
Override:	No	Color:	
Item #:	454	Year:	1997
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-40-8-A SRL
Serial #:	2PLC03527VBJ84920	Model:	
Override:	No	Color:	
Item #:	455	Year:	2009
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A SRL
Serial #:	2PLC041299BG14127	Model:	
Override:	No	Color:	
Item #:	456	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-3A SRL
Serial #:	2PLC042375BM12112	Model:	
Override:	No	Color:	
Item #:	457	Year:	2007
Serial Type:	Trailer	Make/Desc:	BLENDER 125-E SRL
Serial #:	5DDKM362671002987	Model:	
Override:	No	Color:	
Item #:	458	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN BLENDER SRL-125.E



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Serial #:	5DDKM362971002675	Model:	
Override:	No	Color:	
Item #:	459	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-39-2A SRL
Serial #:	2PLC0422X5GE11889	Model:	
Override:	No	Color:	
Item #:	460	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP SRL-70.2 HYDRA
Serial #:	2T9SASRB6CD016887	Model:	
Override:	No	Color:	
Item #:	461	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BJS10442523 SRL
Serial #:	2T9SASRB8CD016888	Model:	
Override:	No	Color:	
Item #:	462	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS SRL-70
Serial #:	2T9SASRBXCD016889	Model:	
Override:	No	Color:	
Item #:	463	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS SRL-70
Serial #:	2T9SASRB6CD016890	Model:	
Override:	No	Color:	
Item #:	464	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF40 125 EX BLENDER
Serial #:	1P9CP4021CB343447	Model:	
Override:	No	Color:	
Item #:	465	Year:	2008
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A SRF
Serial #:	2PLG04128BC11752	Model:	
Override:	No	Color:	
Item #:	466	Year:	2006
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS CH-41-2A
Serial #:	2PLC04126BJ12535	Model:	
Override:	No	Color:	
Item #:	467	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A SRF
Serial #:	2PLC041246BJ12537	Model:	
Override:	No	Color:	
Item #:	468	Year:	2006
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS CH-41-2A
Serial #:	2PLC041226BJ12536	Model:	
Override:	No	Color:	



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Item #:	469	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A SRF
Serial #:	2PLC041225BM12110	Model:	
Override:	No	Color:	
Item #:	470	Year:	2007
Serial Type:	Trailer	Make/Desc:	TYCROP TRA/REM SRF-114.3
Serial #:	2T9SASUB77D016135	Model:	
Override:	No	Color:	
Item #:	471	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A SRF
Serial #:	2PLC041236BB12757	Model:	
Override:	No	Color:	
Item #:	472	Year:	2012
Serial Type:	Trailer	Make/Desc:	KALYN SIEBERT UNIT ASSY
Serial #:	1P9CP4327CB343772	Model:	
Override:	No	Color:	
Item #:	473	Year:	1980
Serial Type:	Trailer	Make/Desc:	COLUMBIA DBL DROP TANDEM
Serial #:	9348	Model:	
Override:	No	Color:	
Item #:	474	Year:	2011
Serial Type:	Trailer	Make/Desc:	FRUEHAUF HI-BOY 45 FT TAN
Serial #:	2H8P05322BT010301	Model:	
Override:	No	Color:	
Item #:	475	Year:	2006
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040286T004703	Model:	
Override:	No	Color:	
Item #:	476	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040207T003502	Model:	
Override:	No	Color:	
Item #:	477	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040247T003503	Model:	
Override:	No	Color:	
Item #:	478	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1100 BULK CEMENT
Serial #:	4J8B040257T003509	Model:	
Override:	No	Color:	
Item #:	479	Year:	2010



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Serial Type:	Trailer	Make/Desc:	FRUEHAUF CRT-985 BULK CEM
Serial #:	2ATA0615XAM106959	Model:	
Override:	No	Color:	
Item #:	480	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT 12 FT CRB-1100 BULK
Serial #:	4J8B040237T003508	Model:	
Override:	No	Color:	
Item #:	481	Year:	1978
Serial Type:	Trailer	Make/Desc:	LUFKIN HI BOY 45 FT TAND
Serial #:	50933	Model:	
Override:	No	Color:	
Item #:	482	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1100 BULK CEMENT
Serial #:	4J8B041237T008903	Model:	
Override:	No	Color:	
Item #:	483	Year:	1998
Serial Type:	Trailer	Make/Desc:	ASPEN SD-35-3 SGL DROP
Serial #:	2A9PF3532WN125304	Model:	
Override:	No	Color:	
Item #:	484	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040227T003501	Model:	
Override:	No	Color:	
Item #:	485	Year:	2006
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040246T004701	Model:	
Override:	No	Color:	
Item #:	486	Year:	1998
Serial Type:	Trailer	Make/Desc:	ASPEN SD-30-2 CRB-50 CEMENT
Serial #:	2A9PF302XWS037021	Model:	
Override:	No	Color:	
Item #:	487	Year:	2011
Serial Type:	Trailer	Make/Desc:	CJAY CJ12K CEMENT
Serial #:	2JADE7722B1001930	Model:	
Override:	No	Color:	
Item #:	488	Year:	2013
Serial Type:	Trailer	Make/Desc:	MIRAGE MXL712TA2 BLOWER
Serial #:	5M3BE1229D1055870	Model:	
Override:	No	Color:	
Item #:	489	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING SINGLE COM
Serial #:	1T9SS5612FR719782	Model:	



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Override:	No	Color:	
Item #:	490	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING SINGLE COM
Serial #:	1T9SS5614FR719783	Model:	
Override:	No	Color:	
Item #:	491	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BUL
Serial #:	1T9SS5610FR719666	Model:	
Override:	No	Color:	
Item #:	492	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BUL
Serial #:	1T9SS5612FR719667	Model:	
Override:	No	Color:	
Item #:	493	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BUL
Serial #:	1T9SS5610FR719781	Model:	
Override:	No	Color:	
Item #:	494	Year:	2011
Serial Type:	Trailer	Make/Desc:	CJAY CJ12K CEMENT
Serial #:	2JADE7723B1001905	Model:	
Override:	No	Color:	
Item #:	495	Year:	2007
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING TRL MANIFO
Serial #:	1W9UC48197L216003	Model:	
Override:	No	Color:	
Item #:	496	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING 41502 MFLD
Serial #:	1W9UC4825BL216002	Model:	
Override:	No	Color:	
Item #:	497	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING 4 MANIFOLD
Serial #:	1W9UC4828BL216009	Model:	
Override:	No	Color:	
Item #:	498	Year:	2005
Serial Type:	Trailer	Make/Desc:	ECOSSE WELDING SRU-1.1
Serial #:	2AT5022805U101181	Model:	
Override:	No	Color:	
Item #:	499	Year:	2008
Serial Type:	Trailer	Make/Desc:	PRATT 6F402-BA8CFS555 CHE
Serial #:	1P9CP40268B343595	Model:	
Override:	No	Color:	



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Item #:	500	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042326BB12756	Model:	
Override:	No	Color:	
Item #:	501	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042326BA12754	Model:	
Override:	No	Color:	
Item #:	502	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042346BA12755	Model:	
Override:	No	Color:	
Item #:	503	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-BA SRA-5
Serial #:	2PLC042377BH13176	Model:	
Override:	No	Color:	
Item #:	504	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042367BK13183	Model:	
Override:	No	Color:	
Item #:	505	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042367BJ13181	Model:	
Override:	No	Color:	
Item #:	506	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042347GJ13179	Model:	
Override:	No	Color:	
Item #:	507	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042347BK13182	Model:	
Override:	No	Color:	
Item #:	508	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-BA SRA-5
Serial #:	2PLC042397BH13177	Model:	
Override:	No	Color:	
Item #:	509	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial #:	2PLC042307BH13178	Model:	
Override:	No	Color:	
Item #:	510	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A SRA-5



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Serial #: 2PLC042347BJ13180
Override: No

Model:
Color:

Item #: 511
Serial Type: Trailer
Serial #: 2PLC0422X2BH10790
Override: No

Year: 2002
Make/Desc: PEERLESS CH-42-2A SRA-5
Model:
Color:

Item #: 512
Serial Type: Trailer
Serial #: 2PLC042242BH10767
Override: No

Year: 2002
Make/Desc: PEERLESS CH-42-2A SRA-5
Model:
Color:

Item #: 513
Serial Type: Trailer
Serial #: 1A9L7452X8A245540
Override: No

Year: 2008
Make/Desc: ATOKA HRS-10001 FP NITR
Model:
Color:

Item #: 514
Serial Type: Trailer
Serial #: 1A9L74524AA245992
Override: No

Year: 2010
Make/Desc: ATOKA HRS-10001 FP NITR
Model:
Color:

Item #: 515
Serial Type: Trailer
Serial #: 1A9L74526AA245993
Override: No

Year: 2010
Make/Desc: ATOKA LOWBOY FP NITRO
Model:
Color:

Item #: 516
Serial Type: Trailer
Serial #: 1A9L7452XAA245995
Override: No

Year: 2010
Make/Desc: ATOKA HRS-10001 N2 PUMP
Model:
Color:

Item #: 517
Serial Type: Trailer
Serial #: 1A9L74524BA245203
Override: No

Year: 2011
Make/Desc: ATOKA HRS-10001 NITROGEN
Model:
Color:

Item #: 518
Serial Type: Trailer
Serial #: 1Z9SD4520C0058382
Override: No

Year: 2012
Make/Desc: OVERBILT HYDRA RIG N2 PUMP
Model:
Color:

Item #: 519
Serial Type: Trailer
Serial #: 1X9SD4522C0058383
Override: No

Year: 2012
Make/Desc: OVERBILT HRS-10038 FP NIT
Model:
Color:

Item #: 520
Serial Type: Trailer
Serial #: 1Z9SD4526C00585418
Override: No

Year: 2012
Make/Desc: OVERBILT N2 PUMPER
Model:
Color:



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Item #:	521	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 PUMPER
Serial #:	1Z9SD4526CO058385	Model:	
Override:	No	Color:	
Item #:	522	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 PUMPER
Serial #:	1Z9SD4528C0058386	Model:	
Override:	No	Color:	
Item #:	523	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K NRP-14000
Serial #:	2T9NSY3P65E165024	Model:	
Override:	No	Color:	
Item #:	524	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG N2 PUMPER
Serial #:	2T9NSY3P85E165025	Model:	
Override:	No	Color:	
Item #:	525	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K
Serial #:	2T9NSY3PX5E165026	Model:	
Override:	No	Color:	
Item #:	526	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K P
Serial #:	2T9NSY3P65E165007	Model:	
Override:	No	Color:	
Item #:	527	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K P
Serial #:	2T9NSY3P65E165004	Model:	
Override:	No	Color:	
Item #:	528	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K NRP 12000
Serial #:	2T9NSY3P66E165025	Model:	
Override:	No	Color:	
Item #:	529	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NS271 NRP-14000
Serial #:	2T9NSY3PX6E165027	Model:	
Override:	No	Color:	
Item #:	530	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NRP12000
Serial #:	2T9NSY3P86E165026	Model:	
Override:	No	Color:	
Item #:	531	Year:	2005



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Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K P
Serial #:	2T9NSY3P45E165023	Model:	
Override:	No	Color:	
Item #:	532	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M NITROGEN PUMP
Serial #:	2T9NSZ3P2BE165006	Model:	
Override:	No	Color:	
Item #:	533	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG PUMPER N2
Serial #:	2T9NSZ3P6BE165008	Model:	
Override:	No	Color:	
Item #:	534	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER NITR
Serial #:	2T9NSZ3P4BE165007	Model:	
Override:	No	Color:	
Item #:	535	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER NITR
Serial #:	2T9NSZ3P8BE165009	Model:	
Override:	No	Color:	
Item #:	536	Year:	2012
Serial Type:	Trailer	Make/Desc:	STELLAR CHASSIS N2 PUMP
Serial #:	2N9N2403XCE065389	Model:	
Override:	No	Color:	
Item #:	537	Year:	2011
Serial Type:	Trailer	Make/Desc:	ATOKA LOWBOY N2 UNIT
Serial #:	1A9L74526BA245204	Model:	
Override:	No	Color:	
Item #:	538	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 UNIT, TM PUMP
Serial #:	1Z9SD4524C0058384	Model:	
Override:	No	Color:	
Item #:	539	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO T FP G/D2000 TM
Serial #:	1P9CP4120BB343154	Model:	
Override:	No	Color:	
Item #:	540	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO T FMC2000 TM
Serial #:	1P9CP4126AB343195	Model:	
Override:	No	Color:	
Item #:	541	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO T FP SPM2000 TM
Serial #:	5DDKM402881003378	Model:	



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Override:	No	Color:	
Item #:	542	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO T FP SPM2000 TM
Serial #:	5DDKM402281003554	Model:	
Override:	No	Color:	
Item #:	543	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO T G/D FRAC PUMP
Serial #:	1P9CP4122BB343155	Model:	
Override:	No	Color:	
Item #:	544	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO FRAC PUMP
Serial #:	1P9CP4129BB343112	Model:	
Override:	No	Color:	
Item #:	545	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO TC50 2000 SPM
Serial #:	1P9CP4120BB343713	Model:	
Override:	No	Color:	
Item #:	546	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO T FRAC PUMP
Serial #:	1P9CP4123BB343706	Model:	
Override:	No	Color:	
Item #:	547	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO T FRAC PUMP
Serial #:	1P9CP4128CB343119	Model:	
Override:	No	Color:	
Item #:	548	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO T FRAC PUMP
Serial #:	1P9CP4121CB343656	Model:	
Override:	No	Color:	
Item #:	549	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO TC 50-X 2000 GD
Serial #:	1P9CP412XCB343669	Model:	
Override:	No	Color:	
Item #:	550	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO TC 50-X 2000 GD
Serial #:	1P9CP4124CB343098	Model:	
Override:	No	Color:	
Item #:	551	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO FRAC PUMP
Serial #:	1P9CP4123CB343710	Model:	
Override:	No	Color:	



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Item #: 552
Serial Type: Trailer
Serial #: 1P9CP4129CB343713
Override: No

Year: 2012
Make/Desc: RHINO TC 50 2000 SPM
Model:
Color:

Item #: 553
Serial Type: Trailer
Serial #: 1P9CP4127CB343676
Override: No

Year: 2012
Make/Desc: RHINO T FP SPM2500 TM
Model:
Color:

Item #: 554
Serial Type: Trailer
Serial #: 1P9CP4124DB343006
Override: No

Year: 2013
Make/Desc: RHINO T/SUREFIRE HYBRID
Model:
Color:

Item #: 555
Serial Type: Trailer
Serial #: 1P9CP412XDB343012
Override: No

Year: 2013
Make/Desc: RHINO T/SUREFIRE HYBRID
Model:
Color:

Item #: 556
Serial Type: Trailer
Serial #: 1P9CP4121DB343240
Override: No

Year: 2013
Make/Desc: RHINO SUREFIRE HYBRID
Model:
Color:

Item #: 557
Serial Type: Trailer
Serial #: 2T9SASTC8BD016695
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Item #: 558
Serial Type: Trailer
Serial #: 2T9SASTC5BD016766
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250 FRAC PUMP
Model:
Color:

Item #: 559
Serial Type: Trailer
Serial #: 2T9SASTC3BD016698
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Item #: 560
Serial Type: Trailer
Serial #: 2T9SASTC8BD016745
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Item #: 561
Serial Type: Trailer
Serial #: 2T9SASTCXBD016746
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Item #: 562
Serial Type: Trailer

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC



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Serial #:	2T9SASTC3BD016765	Model:	
Override:	No	Color:	
Item #:	563	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.5 FRAC
Serial #:	2T9SASTCXBD016696	Model:	
Override:	No	Color:	
Item #:	564	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASTC7BD016767	Model:	
Override:	No	Color:	
Item #:	565	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASTC9BD016768	Model:	
Override:	No	Color:	
Item #:	566	Year:	2010
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.6 FRAC
Serial #:	2T9SASTC5AD016491	Model:	
Override:	No	Color:	
Item #:	567	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.6 FRAC
Serial #:	2T9SASTC59D016485	Model:	
Override:	No	Color:	
Item #:	568	Year:	2010
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.6 FRAC
Serial #:	2T9SASTC6AD016497	Model:	
Override:	No	Color:	
Item #:	569	Year:	2010
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.6 FRAC
Serial #:	2T9SASTC7AD016492	Model:	
Override:	No	Color:	
Item #:	570	Year:	2010
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.6 FRAC
Serial #:	2T9SASTC8AD016498	Model:	
Override:	No	Color:	
Item #:	571	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC2BD016785	Model:	
Override:	No	Color:	
Item #:	572	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC5BD016781	Model:	
Override:	No	Color:	



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Item #:	573	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC0BD016784	Model:	
Override:	No	Color:	
Item #:	574	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC1BD016793	Model:	
Override:	No	Color:	
Item #:	575	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVCXBD016789	Model:	
Override:	No	Color:	
Item #:	576	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC3BD016780	Model:	
Override:	No	Color:	
Item #:	577	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVCXBD016792	Model:	
Override:	No	Color:	
Item #:	578	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC6BD016787	Model:	
Override:	No	Color:	
Item #:	579	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC8BD016788	Model:	
Override:	No	Color:	
Item #:	580	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC3CD016975	Model:	
Override:	No	Color:	
Item #:	581	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5CD016976	Model:	
Override:	No	Color:	
Item #:	582	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC
Serial #:	2T9SASUC1CD016960	Model:	
Override:	No	Color:	
Item #:	583	Year:	2012



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Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016967	Model:	
Override:	No	Color:	
Item #:	584	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1CD016974	Model:	
Override:	No	Color:	
Item #:	585	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5CD016959	Model:	
Override:	No	Color:	
Item #:	586	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6CD016968	Model:	
Override:	No	Color:	
Item #:	587	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC0CD016996	Model:	
Override:	No	Color:	
Item #:	588	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6CD016002	Model:	
Override:	No	Color:	
Item #:	589	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016001	Model:	
Override:	No	Color:	
Item #:	590	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC2CD016997	Model:	
Override:	No	Color:	
Item #:	591	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1CD016991	Model:	
Override:	No	Color:	
Item #:	592	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC9CD016088	Model:	
Override:	No	Color:	
Item #:	593	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC9CD016124	Model:	



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Override:	No	Color:	
Item #:	594	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC2CD016126	Model:	
Override:	No	Color:	
Item #:	595	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016127	Model:	
Override:	No	Color:	
Item #:	596	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4DD016176	Model:	
Override:	No	Color:	
Item #:	597	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6DD016177	Model:	
Override:	No	Color:	
Item #:	598	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC8DD016178	Model:	
Override:	No	Color:	
Item #:	599	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016029	Model:	
Override:	No	Color:	
Item #:	600	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016032	Model:	
Override:	No	Color:	
Item #:	601	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC8CD016034	Model:	
Override:	No	Color:	
Item #:	602	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5CD016055	Model:	
Override:	No	Color:	
Item #:	603	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7CD016056	Model:	
Override:	No	Color:	



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Item #:	604	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016083	Model:	
Override:	No	Color:	
Item #:	605	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1CD016084	Model:	
Override:	No	Color:	
Item #:	606	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6CD016033	Model:	
Override:	No	Color:	
Item #:	607	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016990	Model:	
Override:	No	Color:	
Item #:	608	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016953	Model:	
Override:	No	Color:	
Item #:	609	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC8CD016955	Model:	
Override:	No	Color:	
Item #:	610	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016956	Model:	
Override:	No	Color:	
Item #:	611	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF442 TRT-1330 COIL
Serial #:	1P9CP4426CB343177	Model:	
Override:	No	Color:	
Item #:	612	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1DD016278	Model:	
Override:	No	Color:	
Item #:	613	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC2DD016192	Model:	
Override:	No	Color:	
Item #:	614	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP



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Serial #:	2T9SASUC4DD016193	Model:	
Override:	No	Color:	
Item #:	615	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC0DD016191	Model:	
Override:	No	Color:	
Item #:	616	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC3DD016265	Model:	
Override:	No	Color:	
Item #:	617	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXDD016277	Model:	
Override:	No	Color:	
Item #:	618	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7DD016253	Model:	
Override:	No	Color:	
Item #:	619	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6DD016194	Model:	
Override:	No	Color:	
Item #:	620	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7DD016222	Model:	
Override:	No	Color:	
Item #:	621	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4DD016226	Model:	
Override:	No	Color:	
Item #:	622	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6DD016227	Model:	
Override:	No	Color:	
Item #:	623	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC3DD016251	Model:	
Override:	No	Color:	
Item #:	624	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5DD016252	Model:	
Override:	No	Color:	



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Item #:	625	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5DD016302	Model:	
Override:	No	Color:	
Item #:	626	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7DD016303	Model:	
Override:	No	Color:	
Item #:	627	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF44 TRT 1330 DUAL
Serial #:	1P9CP4427CB343091	Model:	
Override:	No	Color:	
Item #:	628	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF44 TRT 1330 PUMP
Serial #:	1P9CP442XCB343456	Model:	
Override:	No	Color:	
Item #:	629	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC8BD016791	Model:	
Override:	No	Color:	
Item #:	630	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASVC7BD016779	Model:	
Override:	No	Color:	
Item #:	631	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC7BD016782	Model:	
Override:	No	Color:	
Item #:	632	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC9BD016783	Model:	
Override:	No	Color:	
Item #:	633	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC4BD016786	Model:	
Override:	No	Color:	
Item #:	634	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC6BD016790	Model:	
Override:	No	Color:	
Item #:	635	Year:	2012



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Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1CD016957	Model:	
Override:	No	Color:	
Item #:	636	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016973	Model:	
Override:	No	Color:	
Item #:	637	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO T FP FMC2000 TM
Serial #:	1P9CP4120AB343175	Model:	
Override:	No	Color:	
Item #:	638	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO Q FP SPM2000 TM
Serial #:	5DDKM402971003078	Model:	
Override:	No	Color:	
Item #:	639	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO Q FP G/D2000 TM
Serial #:	5DDKM402371002699	Model:	
Override:	No	Color:	
Item #:	640	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO Q FP SPM2000 TM
Serial #:	5DDKM402571002557	Model:	
Override:	No	Color:	
Item #:	641	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO Q FP G/D2000 TM
Serial #:	5DDKM402171003026	Model:	
Override:	No	Color:	
Item #:	642	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO T FRAC PUMP
Serial #:	1P9CP412XCB343008	Model:	
Override:	No	Color:	
Item #:	643	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO T FP SPM2000 TM
Serial #:	5DDKM402971003095	Model:	
Override:	No	Color:	
Item #:	644	Year:	2009
Serial Type:	Trailer	Make/Desc:	RHINO T FP FMC2000 TM
Serial #:	1P9CP40299B343060	Model:	
Override:	No	Color:	
Item #:	645	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO T FP FMC2000 TM
Serial #:	1P9CP4127AB343187	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	646	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.2 FRAC
Serial #:	2PLC0413X70L13152	Model:	
Override:	No	Color:	
Item #:	647	Year:	2005
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.2 FRAC
Serial #:	2PLC040395BM12117	Model:	
Override:	No	Color:	
Item #:	648	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.3 FRAC
Serial #:	2PLC041337BL13145	Model:	
Override:	No	Color:	
Item #:	649	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.2 FRAC
Serial #:	2PLC0413X7BH13156	Model:	
Override:	No	Color:	
Item #:	650	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.2 FRAC
Serial #:	2PLC041377BJ13157	Model:	
Override:	No	Color:	
Item #:	651	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.4 FRAC
Serial #:	2T9SASTCX9D016479	Model:	
Override:	No	Color:	
Item #:	652	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 357 LINE TRUCK
Serial #:	1NPAL49X96D896909	Model:	
Override:	No	Color:	
Item #:	653	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 UNIT ASSY
Serial #:	2NP3LN9X9DM185829	Model:	
Override:	No	Color:	
Item #:	654	Year:	2012
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2120CH368023	Model:	
Override:	No	Color:	
Item #:	655	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 UNIT ASSY
Serial #:	2NP3LN9X9DM172207	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	656	Year:	2012
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2121CH368015	Model:	
Override:	No	Color:	
Item #:	657	Year:	2015
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2124FH368031	Model:	
Override:	No	Color:	
Item #:	658	Year:	2015
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2122FH368030	Model:	
Override:	No	Color:	
Item #:	659	Year:	2012
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2128CH368027	Model:	
Override:	No	Color:	
Item #:	660	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN 4 IN FIG. 1002
Serial #:	5DDKE402671002631	Model:	
Override:	No	Color:	
Item #:	661	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN 4 IN FIG. 1002
Serial #:	5DDKM402371003061	Model:	
Override:	No	Color:	
Item #:	662	Year:	2008
Serial Type:	Trailer	Make/Desc:	FONT UTILITY
Serial #:	13N23530421512961	Model:	
Override:	No	Color:	
Item #:	663	Year:	2008
Serial Type:	Trailer	Make/Desc:	HAULMARK GRF85X38WR5
Serial #:	16HG5383X8U058922	Model:	
Override:	No	Color:	
Item #:	664	Year:	1997
Serial Type:	Trailer	Make/Desc:	WABASH STPDK SGL DROP
Serial #:	1JJG53375VL404046	Model:	
Override:	No	Color:	
Item #:	665	Year:	1983
Serial Type:	Trailer	Make/Desc:	CFM BUILT PJ UTILITY
Serial #:	4P5CF1622P1116286	Model:	
Override:	No	Color:	
Item #:	666	Year:	1987
Serial Type:	Trailer	Make/Desc:	CFM BUILT UTILITY FLAT



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Serial #:	HM004	Model:	
Override:	No	Color:	
Item #:	667	Year:	1980
Serial Type:	Trailer	Make/Desc:	COMET UTILITY
Serial #:	58025823	Model:	
Override:	No	Color:	
Item #:	668	Year:	1996
Serial Type:	Trailer	Make/Desc:	ASPEN SD-30-2 SGL DROP
Serial #:	2A9PF303XTN125165	Model:	
Override:	No	Color:	
Item #:	669	Year:	1998
Serial Type:	Trailer	Make/Desc:	ASPEN SD-35-3 SGL DROP
Serial #:	2A9PF3534WN125305	Model:	
Override:	No	Color:	
Item #:	670	Year:	2000
Serial Type:	Trailer	Make/Desc:	SKYREACH S718T UTILITY
Serial #:	2K9S23277Y1061027	Model:	
Override:	No	Color:	
Item #:	671	Year:	1984
Serial Type:	Trailer	Make/Desc:	CFM BUILT UTILITY FLAT
Serial #:	CFM12	Model:	
Override:	No	Color:	
Item #:	672	Year:	1994
Serial Type:	Trailer	Make/Desc:	NOWSCO BUILT UTILITY
Serial #:	51994	Model:	
Override:	No	Color:	
Item #:	673	Year:	2013
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L3DC006024	Model:	
Override:	No	Color:	
Item #:	674	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L9FC006760	Model:	
Override:	No	Color:	
Item #:	675	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L6FC006764	Model:	
Override:	No	Color:	
Item #:	676	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52LXFC006766	Model:	
Override:	No	Color:	



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Item #:	677	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L3FC006771	Model:	
Override:	No	Color:	
Item #:	678	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L9FC006774	Model:	
Override:	No	Color:	
Item #:	679	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L0FC006775	Model:	
Override:	No	Color:	
Item #:	680	Year:	2011
Serial Type:	Trailer	Make/Desc:	RAINBOW 12 FT FLAT DECK
Serial #:	2RGBE1223B1001170	Model:	
Override:	No	Color:	
Item #:	681	Year:	2012
Serial Type:	Trailer	Make/Desc:	RAINBOW 6E235-12' UTILITY
Serial #:	40LAB2023RP021774	Model:	
Override:	No	Color:	
Item #:	682	Year:	2014
Serial Type:	Trailer	Make/Desc:	DOTF DPHU 100 UNIT ASSY
Serial #:	1P9CP4324EB343392	Model:	
Override:	No	Color:	
Item #:	683	Year:	2012
Serial Type:	Trailer	Make/Desc:	SPM 10 STATION MANIFOLD
Serial #:	1M91P5220CA211755	Model:	
Override:	No	Color:	
Item #:	684	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA FORKLIFT 6000 LB
Serial #:	70488	Model:	
Override:	Yes	Color:	
Item #:	685	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA U601 FORKLIFT
Serial #:	60319	Model:	
Override:	Yes	Color:	

General Property

Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all cash equivalents and other cash;
- (c) all Commodity Accounts;
- (d) all Deposit Accounts;



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- (e) all Inventory;
 - (f) subject to the conditions and limitations of Section 6.17 of the Credit Agreement, all Equipment;
 - (g) all Money;
 - (h) all Securities Accounts;
 - (i) solely to the extent relating to the Accounts, Inventory, Equipment and other Collateral, all Chattel Paper;
 - (j) solely to the extent relating to the Accounts, Inventory, Equipment and other Collateral, all Documents of Title;
 - (k) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Goods;
 - (l) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Intangibles (other than Intellectual Property);
 - (m) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Instruments;
 - (n) solely to the extent relating to any of the other Collateral, all Security Entitlements;
 - (o) all books and records of the Debtor pertaining to any of the Collateral; and
 - (p) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all collateral security and guaranties by any Person with respect to any of the foregoing;
- provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (p), (i) the security interest shall not extend to any property constituting Excluded Property, and (ii) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, Equipment shall constitute Excluded Property as of such date and thereafter.
- Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless any such assets or property received in such exchange are themselves Excluded Property.
- As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA:
- (a) Chattel Paper;
 - (b) Document of Title;
 - (c) Fixtures;
 - (d) Goods;
 - (e) Instruments;
 - (f) Intangibles;
 - (g) Investment Property;
 - (h) Money;
 - (i) Proceeds;
 - (j) Securities Accounts; and
 - (k) Security Entitlements.
- As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):
- (a) Certificate of Title;
 - (b) Commercial Tort Claim;
 - (c) Commodity Account;
 - (d) Letter-of-Credit Rights; and
 - (e) Supporting Obligations.
- As used in this Financing Statement, the following terms shall have the following meanings:
- "Account" shall mean "accounts" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.
- "Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).
- "Credit Agreement" shall mean that certain Revolving Credit and Guaranty Agreement, dated on or about May 26, 2017, as amended pursuant to that certain Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement dated on or about October 3, 2018, among the Debtor, the Secured Party and any other Person party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).
- "Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.
- "Equipment" means all goods owned by the Debtor which constitute machinery, "equipment" (as defined in the PPSA) and other and similar goods used in the business of the Debtor, including, without limitation, Vehicles and other serial number goods of the Debtor.
- "Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).
- "Excluded Property" shall mean:
- (a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding U.S.\$1,000,000 (or the equivalent amount in Canadian dollars) individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed U.S.\$5,000,000 (or the equivalent amount in Canadian dollars) in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) collectively being, the "Excluded Accounts");
 - (b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;
 - (c) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, any Equipment;
 - (d) any Fixtures;
 - (e) any Real Property;



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(f) any Intellectual Property;

(g) any Intangible and Chattel Paper to the extent not relating to any Collateral;

(h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);

(i) any Instrument to the extent not relating to any Collateral;

(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;

(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights (i) constituting Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;

(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of U.S.\$1,000,000 (or the equivalent amount in Canadian dollars);

(m) any Security Entitlements to the extent not relating to any Collateral;

(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);

(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);

(p) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks) and any assets otherwise subject to Certificates of Title;

(q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and

(r) other than Equipment prior to the release thereof from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, and to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on the date of the Credit Agreement.

"Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"PPSA" shall mean the Personal Property Security Act (Alberta), together with any regulations thereunder, in each case as in effect from time to time.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Vehicles" means all autos, trucks, trailers, tractors, mobile homes, designated manufactured homes, airplanes or aircraft, boats, outboard motors for boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other motor vehicles and serial number goods, whether or not covered by a Certificate of Title under the law of any state, and all tires and other appurtenances to any of the foregoing.



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History - Amendment

Amendment Date: 07-Nov-2018 15:47:08

Registration #: 301826148

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9
			Canada

Serial Property

Action:	Delete	Year:	2005
Item #:	526	Make/Desc:	HYDRA RIG 840K SCFH 15K P
Serial Type:	Trailer	Model:	
Serial #:	2T9NSY3P65E165007	Color:	
Override:	No		
Action:	Delete	Year:	2005
Item #:	527	Make/Desc:	HYDRA RIG 840K SCFH 15K P
Serial Type:	Trailer	Model:	
Serial #:	2T9NSY3P65E165004	Color:	
Override:	No		
Action:	Delete	Year:	2005
Item #:	531	Make/Desc:	HYDRA RIG 840K SCFH 15K P
Serial Type:	Trailer	Model:	
Serial #:	2T9NSY3P45E165023	Color:	
Override:	No		

History - Amendment

Amendment Date: 28-Jan-2019 19:31:57

Registration #: 301826148

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9
			Canada

Serial Property

Action:	Delete



Saskatchewan Personal Property Registry Search Result

Item #:	1	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 335 MAINT TRUCK
Serial #:	2NPLHN7X78M750590	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	2	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 335 MAINT TRUCK
Serial #:	2NPLHZ7X87M669152	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	3	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 STAKEBED
Serial #:	2NP3LN9X3BM116857	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	4	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X38D739956	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	5	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X68D740048	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	6	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XX8D739890	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	7	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X49D773373	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	8	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X19S773413	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	9	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR UNI
Serial #:	1XPTD49X99D773451	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Action:	Delete		
Item #:	10	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X4BD116997	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	11	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X1BD117086	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	12	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XXBD123131	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	13	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X8BD123130	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	14	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49XX8D656346	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	15	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X27D656367	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	16	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X57D656363	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	17	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X05D884171	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	18	Year:	2006



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49XX6D884213	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	19	Year:	1999
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 379 TRACTOR UNI
Serial #:	1XP5DR9X9XD461116	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	20	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 357 TRACTOR CON
Serial #:	1XPAD4TX56D898751	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	21	Year:	2004
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR CON
Serial #:	1XPFP4TX84D815954	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	22	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X7CD137442	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	23	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X3CD137583	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	24	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X8CM137950	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	25	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X8CM137981	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	26	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 STAKEBED
Serial #:	2NP3LN9X8CM137396	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Action:	Delete	Year:	2013
Item #:	27	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X9DD166247	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	28	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49XXDD166161	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	29	Make/Desc:	PETERBILT 367 TRACTOR UNI
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X1DD163312	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	30	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X5DD166150	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	31	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial Type:	Motor Vehicle	Model:	
Serial #:	3WKDD40X06F986572	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	32	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X6DD166108	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	33	Make/Desc:	PETERBILT 348 STAKEBED
Serial Type:	Motor Vehicle	Model:	
Serial #:	2NP3LN9X0DM185816	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	34	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X7DD166389	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	35	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial Type:	Motor Vehicle		



Saskatchewan Personal Property Registry Search Result

Serial #:	2NP2HN7X1DM172198	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	36	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337 MAINT TRUCK
Serial #:	2NP2HN7X9DM185846	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	37	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X0DD166430	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	38	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X2DD166431	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	39	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X1DD183298	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	40	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X7DD166327	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	41	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PTRB 367 TRACTOR HYD
Serial #:	1XPTD49X4DD166480	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	42	Year:	2012
Serial Type:	Trailer	Make/Desc:	1100 CU. FT. AIR COMPRESS
Serial #:	17YBP1621CB051027	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	43	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X37R996097	Model:	
Override:	No	Color:	
Action:	Delete		



Saskatchewan Personal Property Registry Search Result

Item #:	44	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X77R995910	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	45	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X46F986915	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	46	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X47R997520	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	47	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R995894	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	48	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-18
Serial #:	1XKDD00X87R992966	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	49	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R995902	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	50	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R995913	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	51	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X56R992681	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	52	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X57R995906	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Action:	Delete		
Item #:	53	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X76F986603	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	54	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X26F986606	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	55	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-14
Serial #:	3WKDD40X96F986893	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	56	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X96F986604	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	57	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X56R987531	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	58	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK76PV17797	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	59	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD40X25R979800	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	60	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X06F986605	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	61	Year:	2007



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R994371	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	62	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-18
Serial #:	1XKDD00X67R992965	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	63	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial #:	1XKDD00X76R992679	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	64	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X37R995886	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	65	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X46F986607	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	66	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R995880	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	67	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X27R997533	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	68	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R997522	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	69	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X47R995895	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Action:	Delete	Year:	2007
Item #:	70	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X97R995892	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	71	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X37R995919	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	72	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALCK07PZ24202	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	73	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALCK27PZ24203	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	74	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X17R995899	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	75	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	3WKDD40X96F986912	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	76	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X77R994370	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	77	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALCK07PZ24197	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	78	Make/Desc:	KENWORTH T8 SERIES TR-19
Serial Type:	Motor Vehicle		



Saskatchewan Personal Property Registry Search Result

Serial #: 1XKDD00X47R995900
Override: No

Model:
Color:

Action: Delete

Item #: 79
Serial Type: Motor Vehicle
Serial #: 1XKDD00X57R995923
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES TR-16
Model:
Color:

Action: Delete

Item #: 80
Serial Type: Motor Vehicle
Serial #: 5KJJALCK47PZ24204
Override: No

Year: 2007
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 81
Serial Type: Motor Vehicle
Serial #: 1XKDD00X17R995918
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES TR-19
Model:
Color:

Action: Delete

Item #: 82
Serial Type: Motor Vehicle
Serial #: 5KJJALCK77PZ24195
Override: No

Year: 2007
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 83
Serial Type: Motor Vehicle
Serial #: 5KJJALCK97PZ24201
Override: No

Year: 2007
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 84
Serial Type: Motor Vehicle
Serial #: 1XKDD40XX6J992178
Override: No

Year: 2006
Make/Desc: KENWORTH T8 SERIES TR-17
Model:
Color:

Action: Delete

Item #: 85
Serial Type: Motor Vehicle
Serial #: 5KJJALCK48PY65298
Override: No

Year: 2008
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 86
Serial Type: Motor Vehicle
Serial #: 5KJJALCK38PZ24213
Override: No

Year: 2008
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete



Saskatchewan Personal Property Registry Search Result

Item #:	87	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK77PZ24200	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	88	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK08PZ24217	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	89	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK48PZ24222	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	90	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK18PZ24212	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	91	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R997531	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	92	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R997528	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	93	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-16
Serial #:	5KJRALBG4CPBE2316	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	94	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R992698	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	95	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	3WKDD40X06F986569	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Action:	Delete		
Item #:	96	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X06R990868	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	97	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X17R997524	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	98	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40X86J992177	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	99	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK28PZ24218	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	100	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC57AY20204	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	101	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R995897	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	102	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG8BPAZ6229	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	103	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD40X45R979796	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	104	Year:	2009



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALCK19PAH2380	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	105	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-14
Serial #:	3WKDD40X76F986892	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	106	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR49PAL1242	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	107	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X66R992690	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	108	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-17
Serial #:	1XKDD40X66J992176	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	109	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD40X15R979786	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	110	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR2BPAW9123	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	111	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALDR4BPAW9124	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	112	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG7BPAX2989	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2011
Item #:	113	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG5BPAX2991	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	114	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG9BPAX2993	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	115	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG0BPAX2994	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	116	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X76R987532	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	117	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALDR8APAL1281	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	118	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG3BPAX2990	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	119	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALDRXAPAL1279	Color:	
Override:	No		
Action:	Delete	Year:	2009
Item #:	120	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALDRX9PAL1276	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	121	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle		



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Serial #: 5KJJALDRXAPAL1282
Override: No

Model:
Color:

Action: Delete

Item #: 122
Serial Type: Motor Vehicle
Serial #: 5KJJALCK88PZ24210
Override: No

Year: 2008
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 123
Serial Type: Motor Vehicle
Serial #: 5KJJALDR29PAL1272
Override: No

Year: 2009
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 124
Serial Type: Motor Vehicle
Serial #: 5KJJALBG2BPAY7929
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 125
Serial Type: Motor Vehicle
Serial #: 5KJJALBG0BPAY7931
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 126
Serial Type: Motor Vehicle
Serial #: 1XKDD40X77R932250
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES TR-17
Model:
Color:

Action: Delete

Item #: 127
Serial Type: Motor Vehicle
Serial #: 1XKDD00XX7R995920
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES TR-16
Model:
Color:

Action: Delete

Item #: 128
Serial Type: Motor Vehicle
Serial #: 1XKDD40X97R932265
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES TR-17
Model:
Color:

Action: Delete

Item #: 129
Serial Type: Motor Vehicle
Serial #: 5KJJALBG4BPAY7933
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete



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Item #: 130
Serial Type: Motor Vehicle
Serial #: 5KJJALBG2BPAY7932
Override: No

Action: Delete

Item #: 131
Serial Type: Motor Vehicle
Serial #: 5KJJALBG3BPAY9348
Override: No

Action: Delete

Item #: 132
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXBPAY7936
Override: No

Action: Delete

Item #: 133
Serial Type: Motor Vehicle
Serial #: 5KJJALBG6BPAY9344
Override: No

Action: Delete

Item #: 134
Serial Type: Motor Vehicle
Serial #: 5KJJALBG2BPAY9342
Override: No

Action: Delete

Item #: 135
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXBPAY9346
Override: No

Action: Delete

Item #: 136
Serial Type: Motor Vehicle
Serial #: 5KJJALBG2BPAY9356
Override: No

Action: Delete

Item #: 137
Serial Type: Motor Vehicle
Serial #: 5KJJALBG5BPAY9352
Override: No

Action: Delete

Item #: 138
Serial Type: Motor Vehicle
Serial #: 5KJJALBG4BPAY9343

Year: 2011
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
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Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:
Color:

Year: 2011
Make/Desc: WESTERN STAR 4900 SRP2250
Model:



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Override:	No	Color:	
Action:	Delete		
Item #:	139	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG0BPAY9355	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	140	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG8BPAY7935	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	141	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG5BPAY9349	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	142	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG1BPAY9350	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	143	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG3BPAY9351	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	144	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG6BPAY7934	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	145	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 SRP2250
Serial #:	5KJJALBG9BPAY9354	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	146	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG8BPAZ5095	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	147	Year:	2011



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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBGXBPAZ5096	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	148	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG1BPAZ5097	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	149	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG8CPBE2283	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	150	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG3CPBE2286	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	151	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG7CPBE2288	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	152	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG5CPBE2290	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	153	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG7CPBE2291	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	154	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG9CPBE2292	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	155	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG8CPBE2297	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2012
Item #:	156	Make/Desc:	WESTERN STAR 4900SA
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBGXCPBE2298	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	157	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG5CPBE2096	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	158	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG7CPBE2097	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	159	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG9CPBE2098	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	160	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG3CPBE2100	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	161	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJRALBG0CPBE2099	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	162	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBGXCPBE2270	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	163	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG1CPBE2271	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	164	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial Type:	Motor Vehicle		



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Serial #: 5KJJALBG6CPBE2265
Override: No

Model:
Color:

Action: Delete

Item #: 165
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8CPBE2266
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TRACTOR
Model:
Color:

Action: Delete

Item #: 166
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8BPAZ6232
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900 TANDEM
Model:
Color:

Action: Delete

Item #: 167
Serial Type: Motor Vehicle
Serial #: 5KJJALBG3CPBE2269
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TRACTOR
Model:
Color:

Action: Delete

Item #: 168
Serial Type: Motor Vehicle
Serial #: 5KJJALBG4CPBE2264
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 169
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXCPBE2267
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TRACTOR
Model:
Color:

Action: Delete

Item #: 170
Serial Type: Motor Vehicle
Serial #: 5KJJALBG1CPBE2268
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TRACTOR
Model:
Color:

Action: Delete

Item #: 171
Serial Type: Motor Vehicle
Serial #: 5KJJALBG2CPBE2277
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete

Item #: 172
Serial Type: Motor Vehicle
Serial #: 5KJJALBG0CPBE2276
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900 TR-18
Model:
Color:

Action: Delete



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Item #:	173	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBE2275	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	174	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBGXBPBE2092	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	175	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG1BPBE2093	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	176	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG1CPBE2094	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	177	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG3CPBE2095	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	178	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4BPAZ6230	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	179	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBE2273	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	180	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBE2280	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	181	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBU4674	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	182	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBU4675	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	183	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBU4677	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	184	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBU4678	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	185	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBU4680	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	186	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG4CPBU4682	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	187	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG6CPBU4683	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	188	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG8CPBU4684	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	189	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBGXCPBU4685	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	190	Year:	2012



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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG3CPBU4687	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	191	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBU4688	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	192	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBU4689	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	193	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG3CPBU4690	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	194	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBU4691	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	195	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBU4692	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	196	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBU4693	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	197	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG0CPBU4694	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	198	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG2CPBU4695	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2012
Item #:	199	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG4CPBU4696	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	200	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG6BPAZ6231	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	201	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG3CPBE2272	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	202	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG7CPBE2260	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	203	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG6CPBE2279	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	204	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG9CPBE2261	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	205	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG2CPBE2263	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	206	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KJJALBG7CPBE2310	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	207	Make/Desc:	WESTERN STAR 4900 TR-18
Serial Type:	Motor Vehicle		



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Serial #:	5KJJALBG0CPBE2309	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	208	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG5CPBE2306	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	209	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBG5CPBE2101	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	210	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBG7CPBE2102	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	211	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBGXCPBE2305	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	212	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TRI D
Serial #:	5KJRALBG9CPBE2103	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	213	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG9CPBE2308	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	214	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG7CPBE2307	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	215	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG9CPBE2311	Model:	
Override:	No	Color:	
Action:	Delete		



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Item #:	216	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG0CPBE2312	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	217	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA TANDEM
Serial #:	5KJJALBG4CPBE2278	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	218	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG0CPBE2259	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	219	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG8CPBE2304	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	220	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG8CPBE2299	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	221	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG0CPBE2300	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	222	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG2CPBE2301	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	223	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG6CPBE2303	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	224	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJRALBG4CPBE2302	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	225	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJRALBG0CPBE2314	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	226	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG6CPBU4697	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	227	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG8CPBU4698	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	228	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBGXCPBU4699	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	229	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG2CPBU4700	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	230	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TANDEM
Serial #:	5KJJALBG4CPBU4701	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	231	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG6CPBU4702	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	232	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 CONV8X6
Serial #:	5KJRALBG6EPFV7483	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	233	Year:	2013



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Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 METERING
Serial #:	2NP3LN9X3DM185812	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	234	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TRACTOR
Serial #:	5KJJALDR3APAL1284	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	235	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900 TR-18
Serial #:	5KJJALBG1BPAY9347	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	236	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	Maint Truck PB 2011 11/11
Serial #:	2NP2HN7X3CM137953	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	237	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X67R997535	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	238	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X97R995911	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	239	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00XX7R997523	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	240	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X29D788910	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	241	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial #:	1XKDD00X87R995883	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2007
Item #:	242	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X77R995924	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	243	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X76R992682	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	244	Make/Desc:	KENWORTH T8 SERIES TR-16
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XKDD00X97R995908	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	245	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X7BD123166	Color:	
Override:	No		
Action:	Delete	Year:	2008
Item #:	246	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X28D739947	Color:	
Override:	No		
Action:	Delete	Year:	1997
Item #:	247	Make/Desc:	PETERBILT 379 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XP5DR9X5VD438252	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	248	Make/Desc:	PETERBILT 337 TRUCK CONV
Serial Type:	Motor Vehicle	Model:	
Serial #:	2NP2HN7X2CM137944	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	249	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle	Model:	
Serial #:	1XPTD49X5BD123151	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	250	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial Type:	Motor Vehicle		



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Serial #:	1XPTD49X4CD155140	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	251	Year:	1999
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 379 TRACTOR HYD
Serial #:	1XP5DR9X7XD461132	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	252	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X0DD166105	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	253	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378 TRACTOR HYD
Serial #:	1XPFD49X67D656288	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	254	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X3CD137535	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	255	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X0CD137766	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	256	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X3BD117090	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	257	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X1CD137582	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	258	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367 TRACTOR HYD
Serial #:	1XPTD49X5BD117009	Model:	
Override:	No	Color:	
Action:	Delete		



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Item #: 259
Serial Type: Motor Vehicle
Serial #: 1XPTD49X0DD188542
Override: No

Action: Delete

Item #: 260
Serial Type: Motor Vehicle
Serial #: 1XPTD49X1ED188566
Override: No

Action: Delete

Item #: 261
Serial Type: Motor Vehicle
Serial #: 1XPTD49X9ED188587
Override: No

Action: Delete

Item #: 262
Serial Type: Motor Vehicle
Serial #: 1XPTD49X0ED188588
Override: No

Action: Delete

Item #: 263
Serial Type: Motor Vehicle
Serial #: 1XPTD49X9ED188606
Override: No

Action: Delete

Item #: 264
Serial Type: Motor Vehicle
Serial #: 1XPTD49X0FD188639
Override: No

Action: Delete

Item #: 265
Serial Type: Motor Vehicle
Serial #: 10277
Override: Yes

Action: Delete

Item #: 266
Serial Type: Motor Vehicle
Serial #: 2861611832
Override: Yes

Action: Delete

Item #: 267
Serial Type: Motor Vehicle
Serial #: 61434

Year: 2013
Make/Desc: PETERBILT 367 CLASS 8
Model:
Color:

Year: 2014
Make/Desc: PETERBILT 367 CLASS 8
Model:
Color:

Year: 2014
Make/Desc: PETERBILT 367 CLASS 8
Model:
Color:

Year: 2014
Make/Desc: PETERBILT 367 CLASS 8
Model:
Color:

Year: 2014
Make/Desc: PETERBILT 367 CLASS 8
Model:
Color:

Year: 2015
Make/Desc: PETERBILT 367 CLASS 8
Model:
Color:

Year: 1998
Make/Desc: TOYOTA 52-6FG35 FORKLIFT
Model:
Color:

Year: 1996
Make/Desc: SELICK SD-80 FORKLIFT
Model:
Color:

Year: 2005
Make/Desc: TOYOTA 7FGU35 FORKLIFT
Model:



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Override:	Yes	Color:	
Action:	Delete		
Item #:	268	Year:	2004
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA SFGU30 FORKLIFT
Serial #:	65784	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	269	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	67679	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	270	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	70516	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	271	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	70507	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	272	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU25 FORKLIFT
Serial #:	80207	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	273	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU35 FORKLIFT
Serial #:	62857	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	274	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 7FGU30 FORKLIFT
Serial #:	70477	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	275	Year:	1997
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 42-6-FGU25 FORKLIFT
Serial #:	62826	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	276	Year:	1991



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Serial Type:	Motor Vehicle	Make/Desc:	CATERPILLAR IT18B FORKLIFT
Serial #:	4ZD01070	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	277	Year:	1998
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 52-6FG35 FORKLIFT
Serial #:	10051	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	278	Year:	1998
Serial Type:	Motor Vehicle	Make/Desc:	TOYOTA 52-6FG45 FORKLIFT
Serial #:	10271	Model:	
Override:	Yes	Color:	
Action:	Delete		
Item #:	279	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH DELIVERY TRUCK
Serial #:	3BKBL59X6AF943841	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	280	Year:	2002
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 362 LINE TRUCK
Serial #:	1NP6XR0X22D611787	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	281	Year:	2002
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDLR0X62R965887	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	282	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X85R976493	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	283	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X76R987535	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	284	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial #:	1NKDL40X06R987537	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2006
Item #:	285	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	1NKDL40X96R987536	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	286	Make/Desc:	COURTNEY BERG XRG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	2C9T2CFA063161307	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	287	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	1NKDL40X57R995988	Color:	
Override:	No		
Action:	Delete	Year:	2005
Item #:	288	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	1NKDL40X25R979759	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	289	Make/Desc:	KENWORTH T8 SERIES XTG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	1NKDL40X26R987538	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	290	Make/Desc:	KENWORTH C5 SERIES XTG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	1NKCL40X57R932529	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	291	Make/Desc:	KENWORTH C5 SERIES XTG-10
Serial Type:	Motor Vehicle	Model:	
Serial #:	1NKCL40X97R932534	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	292	Make/Desc:	WESTERN STAR 4900 XTG-40
Serial Type:	Motor Vehicle	Model:	
Serial #:	5KKUALBG5CPBM8104	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	293	Make/Desc:	WESTERN STAR 4900 TRIAXLE
Serial Type:	Motor Vehicle		



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Serial #: 5KKPALBGXBAX2214
Override: Yes
Action: Delete
Item #: 294
Serial Type: Motor Vehicle
Serial #: 5KKPALBG1BPAX2215
Override: No

Model:
Color:

Action: Delete
Item #: 295
Serial Type: Motor Vehicle
Serial #: 1NKDLR0X71R963466
Override: No

Year: 1993
Make/Desc: WESTERN STAR WB123086S
Model:
Color:

Action: Delete
Item #: 296
Serial Type: Motor Vehicle
Serial #: 1NKDLR0X01R963468
Override: No

Year: 2001
Make/Desc: KENWORTH T8 SERIES STP430
Model:
Color:

Action: Delete
Item #: 297
Serial Type: Motor Vehicle
Serial #: 1NKCL40X97R995844
Override: No

Year: 2001
Make/Desc: KENWORTH T8 SERIES STP430
Model:
Color:

Action: Delete
Item #: 298
Serial Type: Motor Vehicle
Serial #: 1NKCL40X77R995860
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Action: Delete
Item #: 299
Serial Type: Motor Vehicle
Serial #: 1NKCL40X97R995861
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Action: Delete
Item #: 300
Serial Type: Motor Vehicle
Serial #: 1NKCL40X47R932537
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Action: Delete
Item #: 301
Serial Type: Motor Vehicle
Serial #: 1NKCL40X27R932536
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES STP430
Model:
Color:

Action: Delete



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Item #: 302
Serial Type: Motor Vehicle
Serial #: 2NPRLZ9X87M730988
Override: No

Action: Delete

Item #: 303
Serial Type: Motor Vehicle
Serial #: 2NPNHZ6X67M731156
Override: No

Action: Delete

Item #: 304
Serial Type: Motor Vehicle
Serial #: 1HTSCAAM3TH352294
Override: No

Action: Delete

Item #: 305
Serial Type: Motor Vehicle
Serial #: 1GDE5E3226F414920
Override: No

Action: Delete

Item #: 306
Serial Type: Motor Vehicle
Serial #: 1GDE5E3266F415262
Override: No

Action: Delete

Item #: 307
Serial Type: Motor Vehicle
Serial #: 1GDE5E3266F415441
Override: No

Action: Delete

Item #: 308
Serial Type: Motor Vehicle
Serial #: 1NKCL40X57R932532
Override: No

Action: Delete

Item #: 309
Serial Type: Motor Vehicle
Serial #: 1NKCL40X67R932538
Override: No

Action: Delete

Item #: 310
Serial Type: Motor Vehicle
Serial #: 1NKCL40X77R932533

Year: 2007
Make/Desc: PETERBILT 340 FRAC VAN
Model:
Color:

Year: 2007
Make/Desc: PETERBILT 330 FLUID VAN
Model:
Color:

Year: 1996
Make/Desc: INTERNATIONAL 4700 FRAC
Model:
Color:

Year: 2006
Make/Desc: GMC C5 STE-3 FRAC VAN
Model:
Color:

Year: 2006
Make/Desc: GMC C5500 4X4 FRAC VAN
Model:
Color:

Year: 2006
Make/Desc: GMC C5 4X4 STE3 FRAC VAN
Model:
Color:

Year: 2007
Make/Desc: KENWORTH C5 SERIES STE
Model:
Color:

Year: 2007
Make/Desc: KENWORTH C5 SERIES STC
Model:
Color:

Year: 2007
Make/Desc: KENWORTH C5 SERIES STC
Model:



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Override:	No	Color:	
Action:	Delete		
Item #:	311	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STC
Serial #:	1NKCL40X07R932535	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	312	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STV
Serial #:	1NKCL40X47R932540	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	313	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES HYDRA
Serial #:	1NKCL40X17R932530	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	314	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES HYDRA
Serial #:	1NKCL40X37R932531	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	315	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES STV
Serial #:	1NKCL40X87R932539	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	316	Year:	2002
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES CEMENT
Serial #:	1NKDLR9X12R965363	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	317	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC17AY20202	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	318	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC37AY20203	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	319	Year:	2007



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Serial Type:	Motor Vehicle	Make/Desc:	STERLING ACTERRA TRUCK
Serial #:	2FZACHDC67AY55317	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	320	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	GMC C-5500 STP-1 TRUCK
Serial #:	1GDE5E3266F400888	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	321	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	FREIGHTLINER M2 BUS 26
Serial #:	1FVHCYBS2DHFH5637	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	322	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	FREIGHTLINER M2 BUS 26
Serial #:	1FVHCYCY6EHFP0577	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	323	Year:	2011
Serial Type:	Trailer	Make/Desc:	CVA-9.4K-90-TR-P-TRI-MW
Serial #:	1C9SC4431BM810996	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	324	Year:	2011
Serial Type:	Trailer	Make/Desc:	CVA-9.4K-90-TR-P-TRI-MW
Serial #:	1C9SC443XBM810995	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	325	Year:	2005
Serial Type:	Trailer	Make/Desc:	CVA-9.4K-90-TR-P-TRI
Serial #:	1C9SC433X5M810131	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	326	Year:	2005
Serial Type:	Trailer	Make/Desc:	CVA-9.4K-90-TR-P-TRI
Serial #:	1C9SC43385M810211	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	327	Year:	2006
Serial Type:	Trailer	Make/Desc:	CVA-9.4K-90-TR-P-TRI
Serial #:	1C9SC43306M810236	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2006
Item #:	328	Make/Desc:	CVA-9.4K-90-TR-P-TRI
Serial Type:	Trailer	Model:	
Serial #:	1C9SC43346M810241	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	329	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial Type:	Trailer	Model:	
Serial #:	1C9SC43376M810346	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	330	Make/Desc:	CVA-16.7 K-60-TR-D-H
Serial Type:	Trailer	Model:	
Serial #:	1C9SC53236M810356	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	331	Make/Desc:	CVA-16.7 K-60-TR-D-H
Serial Type:	Trailer	Model:	
Serial #:	1C9SC53236M810373	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	332	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial Type:	Trailer	Model:	
Serial #:	1C9SC43356M810345	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	333	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial Type:	Trailer	Model:	
Serial #:	1C9SC43286M810363	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	334	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial Type:	Trailer	Model:	
Serial #:	1C9SC43356M810300	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	335	Make/Desc:	CVA-9.4 K-90-TR-P-M/
Serial Type:	Trailer	Model:	
Serial #:	1C9SC43346M810367	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	336	Make/Desc:	CVA-9.4 K-90-TR-P-M/W
Serial Type:	Trailer		



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Serial #: 1C9SC43317M810408
Override: No

Model:
Color:

Action: Delete

Item #: 337
Serial Type: Trailer
Serial #: 1C9SC43337M810409
Override: No

Year: 2007
Make/Desc: CVA-9.4 K-90-TR-P-M/
Model:
Color:

Action: Delete

Item #: 338
Serial Type: Trailer
Serial #: 1C9SC43337M810412
Override: No

Year: 2007
Make/Desc: CVA-94K-90-TR-P
Model:
Color:

Action: Delete

Item #: 339
Serial Type: Trailer
Serial #: 1C9SC5329BM810999
Override: No

Year: 2011
Make/Desc: CVA-23.5K-35-TR-D-HY
Model:
Color:

Action: Delete

Item #: 340
Serial Type: Trailer
Serial #: 1C9SC532XBM811000
Override: No

Year: 2011
Make/Desc: CVA-23.5K-35-TR-D-HY
Model:
Color:

Action: Delete

Item #: 341
Serial Type: Trailer
Serial #: 2PLC040206BA12584
Override: No

Year: 2006
Make/Desc: PEERLESS CRT-1500
Model:
Color:

Action: Delete

Item #: 342
Serial Type: Trailer
Serial #: 1NKCL40X86R987684
Override: No

Year: 2006
Make/Desc: KENWORTH C5 SERIES CTP450
Model:
Color:

Action: Delete

Item #: 343
Serial Type: Trailer
Serial #: 1NKCL40X57R995856
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES CTP475
Model:
Color:

Action: Delete

Item #: 344
Serial Type: Trailer
Serial #: 2T9SA0SB07D016116
Override: No

Year: 2007
Make/Desc: TYCROP CRT-1500.1 TWIN
Model:
Color:

Action: Delete



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Item #:	345	Year:	2007
Serial Type:	Trailer	Make/Desc:	TYCROP NRP12000 CRT-1500
Serial #:	2T9SASSB17D016117	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	346	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CRT-1500 TWIN
Serial #:	2PLC040207GJ13075	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	347	Year:	2007
Serial Type:	Trailer	Make/Desc:	KENWORTH C5 SERIES CTP475
Serial #:	1NKCL40X27R995846	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	348	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CRT-1500 2 TWIN
Serial #:	2PLC040257BM13076	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	349	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CRT-1500 2 TWIN
Serial #:	2PLC040277BM13077	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	350	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC CRP-475
Serial #:	2T9SASVC1CD016908	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	351	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC6CD016936	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	352	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC7CD016962	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	353	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC CRP-475 CEMENTER
Serial #:	2T9SASVC3CD016909	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	354	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC4CD016935	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	355	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC5CD016961	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	356	Year:	2014
Serial Type:	Trailer	Make/Desc:	PROPELL UNIT ASSY CEMENT
Serial #:	2T9SAAVC4ED016432	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	357	Year:	2010
Serial Type:	Trailer	Make/Desc:	PRATT CEMENT PUMP MCP2000
Serial #:	1P9CP4023AB343236	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	358	Year:	1980
Serial Type:	Trailer	Make/Desc:	SLURRY BUILT BM-100 SKID
Serial #:	CFM110017973	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	359	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-38-2A CRM-100
Serial #:	2PLC038287BD12860	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	360	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-38-2A CRM-100
Serial #:	2PLC038257BC12859	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	361	Year:	2014
Serial Type:	Trailer	Make/Desc:	WILCO UNIT ASSY, 100 BBL
Serial #:	1W9TC3924EM257563	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	362	Year:	1983



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Serial Type:	Trailer	Make/Desc:	NOWSCO BUILT PSV P601
Serial #:	9088651	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	363	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS562X6T287016	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	364	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56286T287032	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	365	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS562X6T287164	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	366	Year:	2008
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56278T287171	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	367	Year:	2010
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS6027AT287160	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	368	Year:	2011
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS6023BT287027	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	369	Year:	2011
Serial Type:	Trailer	Make/Desc:	CAMBELT CD24 DUAL SAND
Serial #:	1C9SB542XB1109407	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	370	Year:	2015
Serial Type:	Trailer	Make/Desc:	SAND KING UNIT ASSY, VAC
Serial #:	1B9DS2627FH329005	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	1997
Item #:	371	Make/Desc:	BATCO SAND BELT SRX-1435
Serial Type:	Trailer	Model:	
Serial #:	10472	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	372	Make/Desc:	TREMCAR SRB-1100 SAND
Serial Type:	Trailer	Model:	
Serial #:	2TLBB393X6B001962	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	373	Make/Desc:	TREMCAR SRB-1100 SAND
Serial Type:	Trailer	Model:	
Serial #:	2TLBB31296B001955	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	374	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB39326B002064	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	375	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB39346B002048	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	376	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB39366B002049	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	377	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB39336B002087	Color:	
Override:	No		
Action:	Delete	Year:	2004
Item #:	378	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB3934B001966	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	379	Make/Desc:	STARGATE SRB-1400 SAND
Serial Type:	Trailer		



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Serial #: 2S9DA53567M115855
Override: No

Model:
Color:

Action: Delete

Item #: 380
Serial Type: Trailer
Serial #: 2S9DA53587M115856
Override: No

Year: 2007
Make/Desc: STARGATE SRB-1400 SAND
Model:
Color:

Action: Delete

Item #: 381
Serial Type: Trailer
Serial #: 2TLBB39306B001954
Override: No

Year: 2006
Make/Desc: TREMCAR SRB-1100 SAND
Model:
Color:

Action: Delete

Item #: 382
Serial Type: Trailer
Serial #: 2TLBB31256B002021
Override: No

Year: 2006
Make/Desc: TREMCAR SRB-1100 SAND
Model:
Color:

Action: Delete

Item #: 383
Serial Type: Trailer
Serial #: 2S9DA53527M115853
Override: No

Year: 2007
Make/Desc: STARGATE SRB-1400 SAND
Model:
Color:

Action: Delete

Item #: 384
Serial Type: Trailer
Serial #: 2TLBB39316B001946
Override: No

Year: 2006
Make/Desc: TREMCAR SRB-1100 SAND
Model:
Color:

Action: Delete

Item #: 385
Serial Type: Trailer
Serial #: 2TLBB312X6B001947
Override: No

Year: 2006
Make/Desc: TREMCAR SRB-1100 SAND
Model:
Color:

Action: Delete

Item #: 386
Serial Type: Trailer
Serial #: 2209086059
Override: No

Year: 2008
Make/Desc: SAND KING 4002 SRB-4000 TR
Model:
Color:

Action: Delete

Item #: 387
Serial Type: Trailer
Serial #: 1B9WS562BRT287004
Override: No

Year: 1994
Make/Desc: BESSER SRB-2700 SAND HOG
Model:
Color:

Action: Delete



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Item #:	388	Year:	2009
Serial Type:	Trailer	Make/Desc:	TREMCAR TRA/REM SRX-1800
Serial #:	2TLHB40359B003331	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	389	Year:	2009
Serial Type:	Trailer	Make/Desc:	SAND KING 4002 SRB-4000
Serial #:	2209086060	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	390	Year:	2009
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2T9HB41309D000149	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	391	Year:	2008
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1107087222	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	392	Year:	2005
Serial Type:	Trailer	Make/Desc:	BESSER FS-27 SRB2700 SAND
Serial #:	1B9WS50205T287081	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	393	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB31246B001913	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	394	Year:	2006
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB39366B001912	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	395	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB3029AB003683	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	396	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1100 SAND
Serial #:	2TLBB3932AB003682	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	397	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR TRA/REM SRB-1100
Serial #:	2TLBB3936AB003684	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	398	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR TRA/REM SRB-1100
Serial #:	2TLBB3022AB003685	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	399	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS P-36-1100 SAND
Serial #:	1S9AL14C86H474320	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	400	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS SRB-1100 SAND
Serial #:	1S9AL14B06H474321	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	401	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS SRB-1100 SAND
Serial #:	1S9AL14B56H474248	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	402	Year:	2006
Serial Type:	Trailer	Make/Desc:	STEPHENS SRB-1100 SAND
Serial #:	1S9AL14C26H474247	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	403	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106070	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	404	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106071	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	405	Year:	2010



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Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106072	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	406	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial #:	1403106073	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	407	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4834AB003748	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	408	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4836AB003749	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	409	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4836AB003752	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	410	Year:	2010
Serial Type:	Trailer	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial #:	2TLHB4838AB003753	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	411	Year:	2006
Serial Type:	Trailer	Make/Desc:	BESSER FS-27 SRB2700 SAND
Serial #:	1B9WS50216T287007	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	412	Year:	2005
Serial Type:	Trailer	Make/Desc:	BESSER FS-27 SRB2700 SAND
Serial #:	1B9WS50275T287080	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	413	Year:	2009
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1311087341	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2009
Item #:	414	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial Type:	Trailer	Model:	
Serial #:	1311087342	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	415	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB4832AB003750	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	416	Make/Desc:	TREMCAR SRB-1410 SAND TRI
Serial Type:	Trailer	Model:	
Serial #:	2TLHB4834AB003751	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	417	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial Type:	Trailer	Model:	
Serial #:	1403106074	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	418	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial Type:	Trailer	Model:	
Serial #:	1403106075	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	419	Make/Desc:	CONVEY-ALL SK4002 SAND
Serial Type:	Trailer	Model:	
Serial #:	2806106123	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	420	Make/Desc:	CONVEY-ALL TCH-1035 SAND
Serial Type:	Trailer	Model:	
Serial #:	1407108166	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	421	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial Type:	Trailer	Model:	
Serial #:	1408108064	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	422	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial Type:	Trailer		



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Serial #:	1407108165	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	423	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	1408108163	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	424	Year:	2010
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106182	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	425	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106183	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	426	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106184	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	427	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106185	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	428	Year:	2011
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL WB123064ST SAND
Serial #:	0501118456	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	429	Year:	2011
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL UNIBELT-1800
Serial #:	0501118457	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	430	Year:	2011
Serial Type:	Trailer	Make/Desc:	CANCADE SAND SILO TRANS
Serial #:	2C91356E1B1086271	Model:	
Override:	No	Color:	
Action:	Delete		



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Item #: 431
Serial Type: Trailer
Serial #: 2TLHB4834CB004465
Override: No

Action: Delete

Item #: 432
Serial Type: Trailer
Serial #: 2TLHB4839CB004462
Override: No

Action: Delete

Item #: 433
Serial Type: Trailer
Serial #: 2TLHB4837CB004461
Override: No

Action: Delete

Item #: 434
Serial Type: Trailer
Serial #: 2TLHB4837CB004463
Override: No

Action: Delete

Item #: 435
Serial Type: Trailer
Serial #: 2TLHB4832CB004464
Override: No

Action: Delete

Item #: 436
Serial Type: Trailer
Serial #: 2TLHB4837CB004458
Override: No

Action: Delete

Item #: 437
Serial Type: Trailer
Serial #: 2TLHB4836CB004466
Override: No

Action: Delete

Item #: 438
Serial Type: Trailer
Serial #: 2TLHB4839CB004459
Override: No

Action: Delete

Item #: 439
Serial Type: Trailer
Serial #: 2TLHB4835CB004460

Year: 2012
Make/Desc: TREMCAR 1410 BULK TRANS
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 BULK TRANS
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 BULK TRANS
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 335 BULK TRANSPORT
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 BULK TRANS
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 TRIDEM
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 TRIDEM
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 TRIDEM
Model:
Color:

Year: 2012
Make/Desc: TREMCAR 1410 TRIDEM
Model:



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Override:	No	Color:	
Action:	Delete		
Item #:	440	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3935CB004571	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	441	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3021CB004572	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	442	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3939CB004573	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	443	Year:	2012
Serial Type:	Trailer	Make/Desc:	TREMCAR 1100 SAND TRANS
Serial #:	2TLBB3025CB004574	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	444	Year:	2012
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL T800 SAND STOR
Serial #:	1010126439	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	445	Year:	2013
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4400 SAND
Serial #:	1010126440	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	446	Year:	2012
Serial Type:	Trailer	Make/Desc:	POLAR SK-4000 CHEMICAL
Serial #:	1PMS34331C1039557	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	447	Year:	2004
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56274T287004	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	448	Year:	2005



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Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56275T287049	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	449	Year:	2006
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS56286T287013	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	450	Year:	2008
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000 CUMM
Serial #:	1B9WS562X8T287004	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	451	Year:	2009
Serial Type:	Trailer	Make/Desc:	PRATT BLENDER 125 E EXT
Serial #:	1P9CP40239B343099	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	452	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-2A SRZ-70
Serial #:	2PLC042246BM12738	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	453	Year:	2007
Serial Type:	Trailer	Make/Desc:	KENWORTH T800 STL-70.4
Serial #:	1NKDL40X57R995991	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	454	Year:	1997
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-40-8-A SRL
Serial #:	2PLC03527VBj84920	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	455	Year:	2009
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A SRL
Serial #:	2PLC041299BG14127	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	456	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-3A SRL
Serial #:	2PLC042375BM12112	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2007
Item #:	457	Make/Desc:	BLENDER 125-E SRL
Serial Type:	Trailer	Model:	
Serial #:	5DDKM362671002987	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	458	Make/Desc:	KALYN BLENDER SRL-125.E
Serial Type:	Trailer	Model:	
Serial #:	5DDKM362971002675	Color:	
Override:	No		
Action:	Delete	Year:	2005
Item #:	459	Make/Desc:	PEERLESS CH-39-2A SRL
Serial Type:	Trailer	Model:	
Serial #:	2PLC0422X5GE11889	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	460	Make/Desc:	TYCROP SRL-70.2 HYDRA
Serial Type:	Trailer	Model:	
Serial #:	2T9SASRB6CD016887	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	461	Make/Desc:	TYCROP BJS10442523 SRL
Serial Type:	Trailer	Model:	
Serial #:	2T9SASRB8CD016888	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	462	Make/Desc:	TYCROP CHASSIS SRL-70
Serial Type:	Trailer	Model:	
Serial #:	2T9SASRBXCD016889	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	463	Make/Desc:	TYCROP CHASSIS SRL-70
Serial Type:	Trailer	Model:	
Serial #:	2T9SASRB6CD016890	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	464	Make/Desc:	PRATT DF40 125 EX BLENDER
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4021CB343447	Color:	
Override:	No		
Action:	Delete	Year:	2008
Item #:	465	Make/Desc:	PEERLESS CH-41-2A SRF
Serial Type:	Trailer		



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Serial #: 2PLG04128BC11752
Override: No

Model:
Color:

Action: Delete

Item #: 466
Serial Type: Trailer
Serial #: 2PLC04126BJ12535
Override: No

Year: 2006
Make/Desc: TYCROP CHASSIS CH-41-2A
Model:
Color:

Action: Delete

Item #: 467
Serial Type: Trailer
Serial #: 2PLC041246BJ12537
Override: No

Year: 2006
Make/Desc: PEERLESS CH-41-2A SRF
Model:
Color:

Action: Delete

Item #: 468
Serial Type: Trailer
Serial #: 2PLC041226BJ12536
Override: No

Year: 2006
Make/Desc: TYCROP CHASSIS CH-41-2A
Model:
Color:

Action: Delete

Item #: 469
Serial Type: Trailer
Serial #: 2PLC041225BM12110
Override: No

Year: 2005
Make/Desc: PEERLESS CH-41-2A SRF
Model:
Color:

Action: Delete

Item #: 470
Serial Type: Trailer
Serial #: 2T9SASUB77D016135
Override: No

Year: 2007
Make/Desc: TYCROP TRA/REM SRF-114.3
Model:
Color:

Action: Delete

Item #: 471
Serial Type: Trailer
Serial #: 2PLC041236BB12757
Override: No

Year: 2006
Make/Desc: PEERLESS CH-41-2A SRF
Model:
Color:

Action: Delete

Item #: 472
Serial Type: Trailer
Serial #: 1P9CP4327CB343772
Override: No

Year: 2012
Make/Desc: KALYN SIEBERT UNIT ASSY
Model:
Color:

Action: Delete

Item #: 473
Serial Type: Trailer
Serial #: 9348
Override: No

Year: 1980
Make/Desc: COLUMBIA DBL DROP TANDEM
Model:
Color:

Action: Delete



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Item #:	474	Year:	2011
Serial Type:	Trailer	Make/Desc:	FRUEHAUF HI-BOY 45 FT TAN
Serial #:	2H8P05322BT0010301	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	475	Year:	2006
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040286T004703	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	476	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040207T003502	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	477	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040247T003503	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	478	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1100 BULK CEMENT
Serial #:	4J8B040257T003509	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	479	Year:	2010
Serial Type:	Trailer	Make/Desc:	FRUEHAUF CRT-985 BULK CEM
Serial #:	2ATA0615XAM106959	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	480	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT 12 FT CRB-1100 BULK
Serial #:	4J8B040237T003508	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	481	Year:	1978
Serial Type:	Trailer	Make/Desc:	LUFKIN HI BOY 45 FT TAND
Serial #:	50933	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	482	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1100 BULK CEMENT
Serial #:	4J8B041237T008903	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	483	Year:	1998
Serial Type:	Trailer	Make/Desc:	ASPEN SD-35-3 SGL DROP
Serial #:	2A9PF3532WN125304	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	484	Year:	2007
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040227T003501	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	485	Year:	2006
Serial Type:	Trailer	Make/Desc:	LBT CRB-1000 BULK CEMENT
Serial #:	4J8B040246T004701	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	486	Year:	1998
Serial Type:	Trailer	Make/Desc:	ASPEN SD-30-2 CRB-50 CEMENT
Serial #:	2A9PF302XWS037021	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	487	Year:	2011
Serial Type:	Trailer	Make/Desc:	CJAY CJ12K CEMENT
Serial #:	2JADE7722B1001930	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	488	Year:	2013
Serial Type:	Trailer	Make/Desc:	MIRAGE MXL712TA2 BLOWER
Serial #:	5M3BE1229D1055870	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	489	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING SINGLE COM
Serial #:	1T9SS5612FR719782	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	490	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING SINGLE COM
Serial #:	1T9SS5614FR719783	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	491	Year:	2015



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Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BUL
Serial #:	1T9SS5610FR719666	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	492	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BUL
Serial #:	1T9SS5612FR719667	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	493	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BUL
Serial #:	1T9SS5610FR719781	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	494	Year:	2011
Serial Type:	Trailer	Make/Desc:	CJAY CJ12K CEMENT
Serial #:	2JADE7723B1001905	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	495	Year:	2007
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING TRL MANIFO
Serial #:	1W9UC48197L216003	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	496	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING 41502 MFLD
Serial #:	1W9UC4825BL216002	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	497	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING 4 MANIFOLD
Serial #:	1W9UC4828BL216009	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	498	Year:	2005
Serial Type:	Trailer	Make/Desc:	ECOSSE WELDING SRU-1.1
Serial #:	2AT5022805U101181	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	499	Year:	2008
Serial Type:	Trailer	Make/Desc:	PRATT 6F402-BA8CFS555 CHE
Serial #:	1P9CP40268B343595	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2006
Item #:	500	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042326BB12756	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	501	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042326BA12754	Color:	
Override:	No		
Action:	Delete	Year:	2006
Item #:	502	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042346BA12755	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	503	Make/Desc:	PEERLESS CH-42-BA SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042377BH13176	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	504	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042367BK13183	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	505	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042367BJ13181	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	506	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042347GJ13179	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	507	Make/Desc:	PEERLESS CH-42-3A SRA-5
Serial Type:	Trailer	Model:	
Serial #:	2PLC042347BK13182	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	508	Make/Desc:	PEERLESS CH-42-BA SRA-5
Serial Type:	Trailer		



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Serial #: 2PLC042397BH13177
Override: No

Model:
Color:

Action: Delete

Item #: 509
Serial Type: Trailer
Serial #: 2PLC042307BH13178
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-3A SRA-5
Model:
Color:

Action: Delete

Item #: 510
Serial Type: Trailer
Serial #: 2PLC042347BJ13180
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-3A SRA-5
Model:
Color:

Action: Delete

Item #: 511
Serial Type: Trailer
Serial #: 2PLC0422X2BH10790
Override: No

Year: 2002
Make/Desc: PEERLESS CH-42-2A SRA-5
Model:
Color:

Action: Delete

Item #: 512
Serial Type: Trailer
Serial #: 2PLC042242BH10767
Override: No

Year: 2002
Make/Desc: PEERLESS CH-42-2A SRA-5
Model:
Color:

Action: Delete

Item #: 513
Serial Type: Trailer
Serial #: 1A9L7452X8A245540
Override: No

Year: 2008
Make/Desc: ATOKA HRS-10001 FP NITR
Model:
Color:

Action: Delete

Item #: 514
Serial Type: Trailer
Serial #: 1A9L74524AA245992
Override: No

Year: 2010
Make/Desc: ATOKA HRS-10001 FP NITR
Model:
Color:

Action: Delete

Item #: 515
Serial Type: Trailer
Serial #: 1A9L74526AA245993
Override: No

Year: 2010
Make/Desc: ATOKA LOWBOY FP NITRO
Model:
Color:

Action: Delete

Item #: 516
Serial Type: Trailer
Serial #: 1A9L7452XAA245995
Override: No

Year: 2010
Make/Desc: ATOKA HRS-10001 N2 PUMP
Model:
Color:

Action: Delete



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Item #:	517	Year:	2011
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001 NITROGEN
Serial #:	1A9L74524BA245203	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	518	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT HYDRA RIG N2 PUMP
Serial #:	1Z9SD4520C0058382	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	519	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT HRS-10038 FP NIT
Serial #:	1X9SD4522C0058383	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	520	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 PUMPER
Serial #:	1Z9SD4526C00585418	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	521	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 PUMPER
Serial #:	1Z9SD4526C0058385	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	522	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 PUMPER
Serial #:	1Z9SD4528C0058386	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	523	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K NRP-14000
Serial #:	2T9NSY3P65E165024	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	524	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG N2 PUMPER
Serial #:	2T9NSY3P85E165025	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	525	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K
Serial #:	2T9NSY3PX5E165026	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	528	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K NRP 12000
Serial #:	2T9NSY3P66E165025	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	529	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NS271 NRP-14000
Serial #:	2T9NSY3PX6E165027	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	530	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NRP12000
Serial #:	2T9NSY3P86E165026	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	532	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M NITROGEN PUMP
Serial #:	2T9NSZ3P2BE165006	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	533	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG PUMPER N2
Serial #:	2T9NSZ3P6BE165008	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	534	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER NITR
Serial #:	2T9NSZ3P4BE165007	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	535	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER NITR
Serial #:	2T9NSZ3P8BE165009	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	536	Year:	2012
Serial Type:	Trailer	Make/Desc:	STELLAR CHASSIS N2 PUMP
Serial #:	2N9N2403XCE065389	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	537	Year:	2011



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Serial Type:	Trailer	Make/Desc:	ATOKA LOWBOY N2 UNIT
Serial #:	1A9L74526BA245204	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	538	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 UNIT, TM PUMP
Serial #:	1Z9SD4524C0058384	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	539	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO T FP G/D2000 TM
Serial #:	1P9CP4120BB343154	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	540	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO T FMC2000 TM
Serial #:	1P9CP4126AB343195	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	541	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO T FP SPM2000 TM
Serial #:	5DDKM402881003378	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	542	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO T FP SPM2000 TM
Serial #:	5DDKM402281003554	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	543	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO T G/D FRAC PUMP
Serial #:	1P9CP4122BB343155	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	544	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO FRAC PUMP
Serial #:	1P9CP4129BB343112	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	545	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO TC50 2000 SPM
Serial #:	1P9CP4120BB343713	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2011
Item #:	546	Make/Desc:	RHINO T FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4123BB343706	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	547	Make/Desc:	RHINO T FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4128CB343119	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	548	Make/Desc:	RHINO T FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4121CB343656	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	549	Make/Desc:	RHINO TC 50-X 2000 GD
Serial Type:	Trailer	Model:	
Serial #:	1P9CP412XCB343669	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	550	Make/Desc:	RHINO TC 50-X 2000 GD
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4124CB343098	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	551	Make/Desc:	RHINO FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4123CB343710	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	552	Make/Desc:	RHINO TC 50 2000 SPM
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4129CB343713	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	553	Make/Desc:	RHINO T FP SPM2500 TM
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4127CB343676	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	554	Make/Desc:	RHINO T/SUREFIRE HYBRID
Serial Type:	Trailer		



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Serial #: 1P9CP4124DB343006
Override: No

Model:
Color:

Action: Delete

Item #: 555
Serial Type: Trailer
Serial #: 1P9CP412XDB343012
Override: No

Year: 2013
Make/Desc: RHINO T/SUREFIRE HYBRID
Model:
Color:

Action: Delete

Item #: 556
Serial Type: Trailer
Serial #: 1P9CP4121DB343240
Override: No

Year: 2013
Make/Desc: RHINO SUREFIRE HYBRID
Model:
Color:

Action: Delete

Item #: 557
Serial Type: Trailer
Serial #: 2T9SASTC8BD016695
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Action: Delete

Item #: 558
Serial Type: Trailer
Serial #: 2T9SASTC5BD016766
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250 FRAC PUMP
Model:
Color:

Action: Delete

Item #: 559
Serial Type: Trailer
Serial #: 2T9SASTC3BD016698
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Action: Delete

Item #: 560
Serial Type: Trailer
Serial #: 2T9SASTC8BD016745
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Action: Delete

Item #: 561
Serial Type: Trailer
Serial #: 2T9SASTCXBD016746
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Action: Delete

Item #: 562
Serial Type: Trailer
Serial #: 2T9SASTC3BD016765
Override: No

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Action: Delete



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Item #: 563
Serial Type: Trailer
Serial #: 2T9SASTCXBD016696
Override: No

Action: Delete

Item #: 564
Serial Type: Trailer
Serial #: 2T9SASTC7BD016767
Override: No

Action: Delete

Item #: 565
Serial Type: Trailer
Serial #: 2T9SASTC9BD016768
Override: No

Action: Delete

Item #: 566
Serial Type: Trailer
Serial #: 2T9SASTC5AD016491
Override: No

Action: Delete

Item #: 567
Serial Type: Trailer
Serial #: 2T9SASTC59D016485
Override: No

Action: Delete

Item #: 568
Serial Type: Trailer
Serial #: 2T9SASTC6AD016497
Override: No

Action: Delete

Item #: 569
Serial Type: Trailer
Serial #: 2T9SASTC7AD016492
Override: No

Action: Delete

Item #: 570
Serial Type: Trailer
Serial #: 2T9SASTC8AD016498
Override: No

Action: Delete

Item #: 571
Serial Type: Trailer
Serial #: 2T9SASVC2BD016785

Year: 2011
Make/Desc: STEWART SRP-2250.5 FRAC
Model:
Color:

Year: 2011
Make/Desc: STEWART SRP-2250 FRAC PUMP
Model:
Color:

Year: 2011
Make/Desc: STEWART SRP-2250 FRAC PUMP
Model:
Color:

Year: 2010
Make/Desc: STEWART SRP-2250.6 FRAC
Model:
Color:

Year: 2009
Make/Desc: STEWART SRP-2250.6 FRAC
Model:
Color:

Year: 2010
Make/Desc: STEWART SRP-2250.6 FRAC
Model:
Color:

Year: 2010
Make/Desc: STEWART SRP-2250.6 FRAC
Model:
Color:

Year: 2010
Make/Desc: STEWART SRP-2250.6 FRAC
Model:
Color:

Year: 2011
Make/Desc: STEWART SRP-2250 FRAC PUMP
Model:



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Override:	No	Color:	
Action:	Delete		
Item #:	572	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC5BD016781	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	573	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC0BD016784	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	574	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC1BD016793	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	575	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVCXBD016789	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	576	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC3BD016780	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	577	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVCXBD016792	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	578	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC6BD016787	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	579	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC8BD016788	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	580	Year:	2012



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Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC3CD016975	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	581	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5CD016976	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	582	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC
Serial #:	2T9SASUC1CD016960	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	583	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016967	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	584	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1CD016974	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	585	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5CD016959	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	586	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6CD016968	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	587	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC0CD016996	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	588	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6CD016002	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2012
Item #:	589	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC4CD016001	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	590	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC2CD016997	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	591	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC1CD016991	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	592	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC9CD016088	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	593	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC9CD016124	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	594	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC2CD016126	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	595	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC4CD016127	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	596	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC4DD016176	Color:	
Override:	No		
Action:	Delete	Year:	2013
Item #:	597	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer		



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Serial #:	2T9SASUC6DD016177	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	598	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC8DD016178	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	599	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016029	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	600	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016032	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	601	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC8CD016034	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	602	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5CD016055	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	603	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7CD016056	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	604	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016083	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	605	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1CD016084	Model:	
Override:	No	Color:	
Action:	Delete		



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Item #:	606	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6CD016033	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	607	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016990	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	608	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4CD016953	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	609	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC8CD016955	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	610	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXCD016956	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	611	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF442 TRT-1330 COIL
Serial #:	1P9CP4426CB343177	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	612	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC1DD016278	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	613	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC2DD016192	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	614	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4DD016193	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	615	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC0DD016191	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	616	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC3DD016265	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	617	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUCXDD016277	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	618	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7DD016253	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	619	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6DD016194	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	620	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7DD016222	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	621	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC4DD016226	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	622	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC6DD016227	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	623	Year:	2013



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Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC3DD016251	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	624	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5DD016252	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	625	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC5DD016302	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	626	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASUC7DD016303	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	627	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF44 TRT 1330 DUAL
Serial #:	1P9CP4427CB343091	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	628	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT DF44 TRT 1330 PUMP
Serial #:	1P9CP442XCB343456	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	629	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC8BD016791	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	630	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial #:	2T9SASVC7BD016779	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	631	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial #:	2T9SASVC7BD016782	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2011
Item #:	632	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASVC9BD016783	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	633	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASVC4BD016786	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	634	Make/Desc:	STEWART SRP-2250 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASVC6BD016790	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	635	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUC1CD016957	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	636	Make/Desc:	STEWART SRP-2500 FRAC PUMP
Serial Type:	Trailer	Model:	
Serial #:	2T9SASUCXCD016973	Color:	
Override:	No		
Action:	Delete	Year:	2010
Item #:	637	Make/Desc:	RHINO T FP FMC2000 TM
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4120AB343175	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	638	Make/Desc:	RHINO Q FP SPM2000 TM
Serial Type:	Trailer	Model:	
Serial #:	5DDKM402971003078	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	639	Make/Desc:	RHINO Q FP G/D2000 TM
Serial Type:	Trailer	Model:	
Serial #:	5DDKM402371002699	Color:	
Override:	No		
Action:	Delete	Year:	2007
Item #:	640	Make/Desc:	RHINO Q FP SPM2000 TM
Serial Type:	Trailer		



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Serial #: 5DDKM402571002557
Override: No

Model:
Color:

Action: Delete

Item #: 641

Year: 2007

Serial Type: Trailer

Make/Desc: RHINO Q FP G/D2000 TM

Serial #: 5DDKM402171003026

Model:

Override: No

Color:

Action: Delete

Item #: 642

Year: 2012

Serial Type: Trailer

Make/Desc: RHINO T FRAC PUMP

Serial #: 1P9CP412XCB343008

Model:

Override: No

Color:

Action: Delete

Item #: 643

Year: 2007

Serial Type: Trailer

Make/Desc: RHINO T FP SPM2000 TM

Serial #: 5DDKM402971003095

Model:

Override: No

Color:

Action: Delete

Item #: 644

Year: 2009

Serial Type: Trailer

Make/Desc: RHINO T FP FMC2000 TM

Serial #: 1P9CP40299B343060

Model:

Override: No

Color:

Action: Delete

Item #: 645

Year: 2010

Serial Type: Trailer

Make/Desc: RHINO T FP FMC2000 TM

Serial #: 1P9CP4127AB343187

Model:

Override: No

Color:

Action: Delete

Item #: 646

Year: 2007

Serial Type: Trailer

Make/Desc: STEWART SRP-2250.2 FRAC

Serial #: 2PLC0413X70L13152

Model:

Override: No

Color:

Action: Delete

Item #: 647

Year: 2005

Serial Type: Trailer

Make/Desc: STEWART SRP-2250.2 FRAC

Serial #: 2PLC040395BM12117

Model:

Override: No

Color:

Action: Delete

Item #: 648

Year: 2007

Serial Type: Trailer

Make/Desc: STEWART SRP-2250.3 FRAC

Serial #: 2PLC041337BL13145

Model:

Override: No

Color:

Action: Delete



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Item #:	649	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.2 FRAC
Serial #:	2PLC0413X7BH13156	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	650	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.2 FRAC
Serial #:	2PLC041377BJ13157	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	651	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART SRP-2250.4 FRAC
Serial #:	2T9SASTCX9D016479	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	652	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 357 LINE TRUCK
Serial #:	1NPAL49X96D896909	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	653	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 UNIT ASSY
Serial #:	2NP3LN9X9DM185829	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	654	Year:	2012
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2120CH368023	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	655	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348 UNIT ASSY
Serial #:	2NP3LN9X9DM172207	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	656	Year:	2012
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2121CH368015	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	657	Year:	2015
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2124FH368031	Model:	



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Override:	No	Color:	
Action:	Delete		
Item #:	658	Year:	2015
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2122FH368030	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	659	Year:	2012
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR BOOST
Serial #:	1Z9FF2128CH368027	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	660	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN 4 IN FIG. 1002
Serial #:	5DDKE402671002631	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	661	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN 4 IN FIG. 1002
Serial #:	5DDKM402371003061	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	662	Year:	2008
Serial Type:	Trailer	Make/Desc:	FONT UTILITY
Serial #:	13N23530421512961	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	663	Year:	2008
Serial Type:	Trailer	Make/Desc:	HAULMARK GRF85X38WR5
Serial #:	16HG5383X8U058922	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	664	Year:	1997
Serial Type:	Trailer	Make/Desc:	WABASH STPKD SGL DROP
Serial #:	1JJG53375VL404046	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	665	Year:	1983
Serial Type:	Trailer	Make/Desc:	CFM BUILT PJ UTILITY
Serial #:	4P5CF1622P1116286	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	666	Year:	1987



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Serial Type:	Trailer	Make/Desc:	CFM BUILT UTILITY FLAT
Serial #:	HM004	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	667	Year:	1980
Serial Type:	Trailer	Make/Desc:	COMET UTILITY
Serial #:	58025823	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	668	Year:	1996
Serial Type:	Trailer	Make/Desc:	ASPEN SD-30-2 SGL DROP
Serial #:	2A9PF303XTN125165	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	669	Year:	1998
Serial Type:	Trailer	Make/Desc:	ASPEN SD-35-3 SGL DROP
Serial #:	2A9PF3534WN125305	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	670	Year:	2000
Serial Type:	Trailer	Make/Desc:	SKYREACH S718T UTILITY
Serial #:	2K9S23277Y1061027	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	671	Year:	1984
Serial Type:	Trailer	Make/Desc:	CFM BUILT UTILITY FLAT
Serial #:	CFM12	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	672	Year:	1994
Serial Type:	Trailer	Make/Desc:	NOWSCO BUILT UTILITY
Serial #:	51994	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	673	Year:	2013
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L3DC006024	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	674	Year:	2015
Serial Type:	Trailer	Make/Desc:	JLG INDUSTRIES UT610
Serial #:	5DYAA52L9FC006760	Model:	
Override:	No	Color:	



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Action:	Delete	Year:	2015
Item #:	675	Make/Desc:	JLG INDUSTRIES UT610
Serial Type:	Trailer	Model:	
Serial #:	5DYAA52L6FC006764	Color:	
Override:	No		
Action:	Delete	Year:	2015
Item #:	676	Make/Desc:	JLG INDUSTRIES UT610
Serial Type:	Trailer	Model:	
Serial #:	5DYAA52LXFC006766	Color:	
Override:	No		
Action:	Delete	Year:	2015
Item #:	677	Make/Desc:	JLG INDUSTRIES UT610
Serial Type:	Trailer	Model:	
Serial #:	5DYAA52L3FC006771	Color:	
Override:	No		
Action:	Delete	Year:	2015
Item #:	678	Make/Desc:	JLG INDUSTRIES UT610
Serial Type:	Trailer	Model:	
Serial #:	5DYAA52L9FC006774	Color:	
Override:	No		
Action:	Delete	Year:	2015
Item #:	679	Make/Desc:	JLG INDUSTRIES UT610
Serial Type:	Trailer	Model:	
Serial #:	5DYAA52L0FC006775	Color:	
Override:	No		
Action:	Delete	Year:	2011
Item #:	680	Make/Desc:	RAINBOW 12 FT FLAT DECK
Serial Type:	Trailer	Model:	
Serial #:	2RGBE1223B1001170	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	681	Make/Desc:	RAINBOW 6E235-12' UTILITY
Serial Type:	Trailer	Model:	
Serial #:	40LAB2023RP021774	Color:	
Override:	No		
Action:	Delete	Year:	2014
Item #:	682	Make/Desc:	DOTF DPHU 100 UNIT ASSY
Serial Type:	Trailer	Model:	
Serial #:	1P9CP4324EB343392	Color:	
Override:	No		
Action:	Delete	Year:	2012
Item #:	683	Make/Desc:	SPM 10 STATION MANIFOLD
Serial Type:	Trailer		



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Serial #: 1M91P5220CA211755

Override: No

Model:

Color:

Action: Delete

Item #: 684

Year: 2006

Serial Type: Motor Vehicle

Make/Desc: TOYOTA FORKLIFT 6000 LB

Serial #: 70488

Model:

Override: Yes

Color:

Action: Delete

Item #: 685

Year: 2014

Serial Type: Motor Vehicle

Make/Desc: TOYOTA U601 FORKLIFT

Serial #: 60319

Model:

Override: Yes

Color:

General Property

Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

(a) all Accounts;
(b) all cash equivalents and other cash;
(c) all Commodity Accounts;
(d) all Deposit Accounts;
(e) all Inventory;
(f) all Money;
(g) all Securities Accounts;
(h) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Chattel Paper;
(i) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Documents of Title;
(j) solely to the extent relating to Accounts, Inventory, and other Collateral, all Goods;
(k) solely to the extent relating to Accounts, Inventory, and other Collateral, all Intangibles (other than Intellectual Property);
(l) solely to the extent relating to Accounts, Inventory, and other Collateral, all Instruments;
(m) solely to the extent relating to any of the other Collateral, all Security Entitlements;
(n) all books and records of the Debtor pertaining to any of the Collateral; and
(o) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all collateral security and guaranties by any Person with respect to any of the foregoing; provided, that notwithstanding anything to the contrary contained in the foregoing, the security interest shall not extend to any property constituting Excluded Property. Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless (a) any such assets or property received in such exchange are themselves Excluded Property (b) or such Proceeds are identifiable as Proceeds of such Excluded Property. As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA:

(a) Chattel Paper;
(b) Document of Title;
(c) Fixtures;
(d) Goods;
(e) Instruments;
(f) Intangibles;
(g) Investment Property;
(h) Money;
(i) Proceeds;
(j) Securities Accounts; and
(k) Security Entitlements.

As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

(a) Certificate of Title;
(b) Commercial Tort Claim;



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- (c) Commodity Account;
- (d) Letter-of-Credit Rights; and
- (e) Supporting Obligations.

As used in this Financing Statement, the following terms shall have the following meanings:

"Account" shall mean "accounts" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).

"Certificate of Title" shall have the meaning given that term in the UCC.

"Credit Agreement" shall mean that certain Revolving Credit and Guaranty Agreement, dated on or about May 30, 2017, as amended pursuant to that certain Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement among the Debtor, the Secured Party and any other Person party thereto dated as of October 3, 2018 and a Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement dated on or about January 28, 2019 (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.

"Equipment" shall mean all Goods that constitute "equipment" (as defined in the PPSA), machinery and similar Goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing but excluding, in each case, any Inventory.

"Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"Excluded Property" shall mean:

(a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding U.S.\$1,000,000 (or the equivalent amount in Canadian dollars) individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed U.S.\$5,000,000 (or the equivalent amount in Canadian dollars) in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) and the funds contained in such accounts from time to time while such funds are contained therein collectively being, the "Excluded Accounts");

(b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;

(c) any Equipment, and all Certificates of Title and books and records pertaining to any of the Equipment;

(d) any Fixtures;

(e) any Real Property;

(f) any Intellectual Property;

(g) any Intangible and Chattel Paper to the extent not relating to any Collateral;

(h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);

(i) any Instrument to the extent not relating to any Collateral;

(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;

(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights (i) constituting Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;

(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of U.S.\$1,000,000 (or the equivalent amount in Canadian dollars);

(m) any Security Entitlements to the extent not relating to any Collateral;

(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as



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the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);

(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);

(p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks);

(q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and

(r) to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on the date of the Credit Agreement.

"Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"PPSA" shall mean The Personal Property Security Act (Alberta), together with any regulations thereunder, in each case as in effect from time to time.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts,



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construction and earth moving equipment, other rolling stock and other vehicles, whether or not the same would be covered by a Certificate of Title under the law of any state, if governed thereby, and all tires and other appurtenances to any of the foregoing.



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Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Oct-2018 11:39:17

Registration #: 301829667
Expiry Date: 22-Oct-2025

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	151079425-1	Address:	445 King Street West, Suite 400
Entity Type:	Business		TORONTO, Ontario
Name:	ESC Corporate Services Ltd.		M5V1K4
			Canada

Secured Party

Item #:	1	Address:	4 CMC, Mail Code NY1-C413
Party ID:	153112276-1		Brooklyn, New York
Entity Type:	Business		11245-0001
Name:	JPMORGAN CHASE BANK, N.A.		United States of America

Debtor Party

* Item #:	1	Address:	11211 FM 2920 Road
Party ID:	153112277-1		Tomball, Texas
Entity Type:	Business		77375
Name:	BJ SERVICES HOLDINGS CANADA, ULC		United States of America

General Property

Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Cash Equivalents and other cash;
- (c) all Commodity Accounts;
- (d) all Deposit Accounts;
- (e) all Inventory;
- (f) all Money;
- (g) all Securities Accounts;
- (h) solely to the extent relating to Accounts, Inventory, and other Collateral, all Commercial Tort Claims;
- (i) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Chattel Paper;
- (j) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Documents;



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- (k) solely to the extent relating to Accounts, Inventory, and other Collateral, all Goods;
- (l) solely to the extent relating to Accounts, Inventory, and other Collateral, all General Intangibles (other than Intellectual Property);
- (m) solely to the extent relating to Accounts, Inventory, and other Collateral, all Instruments;
- (n) solely to the extent constituting Supporting Obligations relating to other Collateral and can be perfected by the filing of a financing statement in appropriate form under the UCC, Letter-of-Credit Rights;
- (o) solely to the extent relating to any of the other Collateral, all Security Entitlements;
- (p) all books and records of the Debtor pertaining to any of the Collateral; and
- (q) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guaranties by any Person with respect to any of the foregoing; provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (q), the security interest shall not extend to any property constituting Excluded Property.

Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless (a) any such assets or property received in such exchange are themselves Excluded Property or (b) such Proceeds are identifiable as Proceeds of such Excluded Property.

As used in this UCC Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Chattel Paper;
- (c) Commercial Tort Claims;
- (d) Commodity Account;
- (e) Deposit Accounts;
- (f) Documents;
- (g) Fixtures;
- (h) General Intangibles;
- (i) Goods;
- (j) Instruments;
- (k) Investment Property;
- (l) Letter-of-Credit Rights;
- (m) Money;
- (n) Proceeds;
- (o) Securities Accounts;
- (p) Security Entitlements; and
- (q) Supporting Obligations.

Each capitalized term used herein and not otherwise defined shall have the meaning assigned to such term in the Security Agreement or the Credit Agreement. As used in this UCC Financing Statement, the following terms shall have the following meanings:



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"Account" shall mean "accounts" as defined in the UCC, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the UCC, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).

"Cash Equivalents" shall mean any of the following:

(a) United States Dollars or Canadian Dollars;

(b) securities issued or directly and fully guaranteed or insured by the United States or Canadian government or any country that is a member state of the European Union or, in each case, any agency or instrumentality thereof having maturities of not more than twenty four months from the date of acquisition thereof; provided, that the full faith and credit of such government is pledged in support thereof;

(c) certificates of deposit, time deposits or eurodollar time deposits with maturities of one year or less from the date of acquisition, banker's acceptances with maturities not exceeding one year, and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks, and not less than the Equivalent Amount to \$500,000,000 in the applicable Alternative Currency in the case of Canadian banks and in the case of other non-U.S. and non-Canadian banks, whose long term debt is rated "A" or the equivalent thereof by Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency);

(d) commercial paper issued by a corporation (other than an Affiliate of the Debtor) rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency) and, in each case, maturing within twenty-four (24) months after the date of creation thereof;

(e) marketable short-term money market and similar funds (including such funds investing a portion of their assets in municipal securities) having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);

(f) repurchase obligations for underlying securities of the types described in clauses (b), (c) and (g) entered into with any financial institution meeting the qualifications specified in clause (c) above;

(g) readily marketable direct obligations, with average maturities of twenty-four (24) months or less from the date of acquisition, issued by any state, commonwealth, province or territory of the United States or Canada, or by any political subdivision or taxing authority thereof, having one of the two highest rating categories obtainable from either S&P or Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);

(h) Indebtedness issued by Persons (other than the Sponsor or any of its Affiliates) with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency), in each case, with maturities of twentyfour (24) months or less from the date of acquisition; and

(i) investment funds investing at least 95% of their assets in securities of the types (including as to credit quality and maturity) described in clauses (a) through (h) above.

"Credit Agreement" means that certain Revolving Credit and Guaranty Agreement, dated as of May 30, 2017, among the Debtor, the Secured Party and any other Person party thereto (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement, dated as of October 3, 2018, as further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019, and as may be further amended, restated, amended and restated, supplemented,



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replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Equipment" means all machinery, "equipment" (as defined in the Uniform Commercial Code), and similar goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing but excluding, in each case, any Inventory

"Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"Excluded Accounts" has the meaning given to such term in the definition of "Excluded Property".

"Excluded Property" shall mean:

(a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts, (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding \$1,000,000 individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed \$5,000,000 in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) and the funds contained in such accounts from time to time while such funds are contained therein collectively being, the "Excluded Accounts");

(b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;

(c) any Equipment, and all Certificates of Title and books and records of the Debtor pertaining to any of the Equipment;

(d) any Fixtures;

(e) any Real Property;

(f) any Intellectual Property;

(g) any General Intangible and Chattel Paper to the extent not relating to any Collateral;

(h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);

(i) any Instrument to the extent not relating to any Collateral;

(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;

(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights constituting both (i) Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;

(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of \$1,000,000;

(m) any Security Entitlements to the extent not relating to any Collateral;

(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction



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or any other applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);

(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);

(p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks) and any assets otherwise subject to certificates of title; for purposes hereof, "Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other vehicles whether or not covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing;

(q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and

(r) to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on May 30, 2017.

"Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the UCC), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of



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the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.

"Moody's" shall mean Moody's Investors Service, Inc. and any successor thereto.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"S&P" shall mean Standard & Poor's Financial Services LLC, a wholly-owned subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

"Security Agreement" shall mean that certain Amended and Restated U.S. Security Agreement dated as of October 3, 2018, as amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019, among the Debtor, the Secured Party and any other Person party thereto (and as may be further amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Sponsor" shall mean any one of or any combination of CSL Capital Management, LLC, The Goldman Sachs Group, Inc. and Baker Hughes Incorporated, in each case, including any successor in interest or parent company.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 22-Oct-2018 11:39:17

Registration #: 301829667
Transaction #: 1
Expiry Date: 22-Oct-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	151079425-1	Address:	445 King Street West, Suite 400
Entity Type:	Business		TORONTO, Ontario
Name:	ESC Corporate Services Ltd.		M5V1K4
			Canada

Secured Party

Item #:	1	Address:	4 CMC, Mail Code NY1-C413
Party ID:	153112276-1		Brooklyn, New York
Entity Type:	Business		11245-0001
Name:	JPMORGAN CHASE BANK, N.A.		United States of America



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Debtor Party

Item #:	1	Address:	11211 FM 2920 Road
Party ID:	153112277-1		Tomball, Texas
Entity Type:	Business		77375
Name:	BJ SERVICES HOLDINGS CANADA, ULC		United States of America

General Property

Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Cash Equivalents and other cash;
- (c) all Commodity Accounts;
- (d) all Deposit Accounts;
- (e) all Inventory;
- (f) subject to the conditions and limitations of Section 6.17 of the Credit Agreement, all Equipment;
- (g) all Money;
- (h) all Securities Accounts;
- (i) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Commercial Tort Claims;
- (j) solely to the extent relating to the Accounts, Inventory, Equipment and other Collateral, all Chattel Paper;
- (k) solely to the extent relating to the Accounts, Inventory, Equipment and other Collateral, all Documents;
- (l) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Goods;
- (m) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all General Intangibles (other than Intellectual Property);
- (n) solely to the extent relating to Accounts, Inventory, Equipment and other Collateral, all Instruments;
- (o) solely to the extent constituting Supporting Obligations relating to other Collateral and can be perfected by the filing of a financing statement in appropriate form under the UCC, Letter-of-Credit Rights;
- (p) solely to the extent relating to any of the other Collateral, all Security Entitlements;
- (q) all books and records of the Debtor pertaining to any of the Collateral; and
- (r) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guaranties by any Person with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (r), (i) the security interest shall not extend to any property constituting Excluded Property and (ii) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, Equipment shall constitute Excluded Property hereunder as of such date and thereafter.

Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless any such assets or property received in such exchange are themselves Excluded Property.

As used in this UCC Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Chattel Paper;
- (c) Commercial Tort Claims;



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- (d) Commodity Account;
- (e) Deposit Accounts;
- (f) Documents;
- (g) Fixtures;
- (h) General Intangibles;
- (i) Goods;
- (j) Instruments;
- (k) Investment Property;
- (l) Letter-of-Credit Rights;
- (m) Money;
- (n) Proceeds;
- (o) Securities Accounts;
- (p) Security Entitlements; and
- (q) Supporting Obligations.

Each capitalized term used herein and not otherwise defined shall have the meaning assigned to such term in the Security Agreement or the Credit Agreement. As used in this UCC Financing Statement, the following terms shall have the following meanings:

"Account" shall mean "accounts" as defined in the UCC, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the UCC, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).

"Cash Equivalents" shall mean any of the following:

- (a) United States Dollars or Canadian Dollars;
- (b) securities issued or directly and fully guaranteed or insured by the United States or Canadian government or any country that is a member state of the European Union or, in each case, any agency or instrumentality thereof having maturities of not more than twenty four months from the date of acquisition thereof; provided, that the full faith and credit of such government is pledged in support thereof;
- (c) certificates of deposit, time deposits or eurodollar time deposits with maturities of one year or less from the date of acquisition, banker's acceptances with maturities not exceeding one year, and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks, and not less than the Equivalent Amount to \$500,000,000 in the applicable Alternative Currency in the case of Canadian banks and in the case of other non-U.S. and non-Canadian banks, whose long term debt is rated "A" or the equivalent thereof by Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency);
- (d) commercial paper issued by a corporation (other than an Affiliate of the Debtor) rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency) and, in each case, maturing within twenty-four (24) months after the date of creation thereof;
- (e) marketable short-term money market and similar funds (including such funds investing a portion of their assets in municipal securities) having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);
- (f) repurchase obligations for underlying securities of the types described in clauses (b), (c) and (g) entered into with any financial institution meeting the qualifications specified in clause (c) above;
- (g) readily marketable direct obligations, with average maturities of twenty-four (24) months or less from the date of acquisition, issued by any state,



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commonwealth, province or territory of the United States or Canada, or by any political subdivision or taxing authority thereof, having one of the two highest rating categories obtainable from either S&P or Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);

(h) Indebtedness issued by Persons (other than the Sponsor or any of its Affiliates) with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency), in each case, with maturities of twentyfour (24) months or less from the date of acquisition; and

(i) investment funds investing at least 95% of their assets in securities of the types (including as to credit quality and maturity) described in clauses (a) through (h) above.

"Credit Agreement" means that certain Revolving Credit and Guaranty Agreement, dated as of May 30, 2017, among the Debtor, the Secured Party and any other Person party thereto (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement, dated as of October 3, 2018, and as may be further amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Equipment" means all machinery, "equipment" (as defined in the Uniform Commercial Code), and similar goods, including, without limitation, Vehicles and other serial number goods, of the Debtor.

"Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"Excluded Accounts" has the meaning given to such term in the definition of "Excluded Property".

"Excluded Property" shall mean:

(a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts, (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding \$1,000,000 individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed \$5,000,000 in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) collectively being, the "Excluded Accounts");

(b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;

(c) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, any Equipment;

(d) any Fixtures;

(e) any Real Property;

(f) any Intellectual Property;

(g) any General Intangible and Chattel Paper to the extent not relating to any Collateral;

(h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);

(i) any Instrument to the extent not relating to any Collateral;

(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;

(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights constituting both (i) Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;

(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of \$1,000,000;

(m) any Security Entitlements to the extent not relating to any Collateral;

(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);



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(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);

(p) to the extent Equipment is released from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks) and any assets otherwise subject to Certificates of Title;

(q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and

(r) other than Equipment prior to the release thereof from the Collateral pursuant to the terms and conditions set forth in Section 6.17 of the Credit Agreement, and to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on May 30, 2017.

"Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the UCC), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.

"Moody's" shall mean Moody's Investors Service, Inc. and any successor thereto.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"S&P" shall mean Standard & Poor's Financial Services LLC, a wholly-owned subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

"Security Agreement" shall mean that certain Amended and Restated U.S. Security Agreement dated as of October 3, 2018, among the Debtor, the Secured Party and any other Person party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Sponsor" shall mean any one of or any combination of CSL Capital Management, LLC, The Goldman Sachs Group, Inc. and Baker Hughes Incorporated, in each case, including any successor in interest or parent company.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform



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Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other vehicles covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing.

History - Amendment

Amendment Date: 29-Jan-2019 16:01:17

Registration #: 301829667

Transaction #: 2

Event Type: Amendment

Transaction Reason: Regular

Registrant

Party ID:	151079425-1	Address:	445 King Street West, Suite 400
Entity Type:	Business		TORONTO, Ontario
Name:	ESC Corporate Services Ltd.		M5V1K4
			Canada

General Property

Debtor's right, title and interest in, to and under the following, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Cash Equivalents and other cash;
- (c) all Commodity Accounts;
- (d) all Deposit Accounts;
- (e) all Inventory;
- (f) all Money;
- (g) all Securities Accounts;
- (h) solely to the extent relating to Accounts, Inventory, and other Collateral, all Commercial Tort Claims;
- (i) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Chattel Paper;
- (j) solely to the extent relating to the Accounts, Inventory, and other Collateral, all Documents;
- (k) solely to the extent relating to Accounts, Inventory, and other Collateral, all Goods;
- (l) solely to the extent relating to Accounts, Inventory, and other Collateral, all General Intangibles (other than Intellectual Property);
- (m) solely to the extent relating to Accounts, Inventory, and other Collateral, all Instruments;
- (n) solely to the extent constituting Supporting Obligations relating to other Collateral and can be perfected by the filing of a financing statement in appropriate form under the UCC, Letter-of-Credit Rights;
- (o) solely to the extent relating to any of the other Collateral, all Security Entitlements;
- (p) all books and records of the Debtor pertaining to any of the Collateral; and
- (q) to the extent not otherwise included, all Proceeds and products of any and all of the



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foregoing and all Supporting Obligations, collateral security and guaranties by any Person with respect to any of the foregoing; provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (q), the security interest shall not extend to any property constituting Excluded Property.

Notwithstanding the foregoing provisions, all rights to receive Proceeds from the sale or other disposition of any Excluded Property and all Proceeds, products and other assets or property received in exchange, substitution or replacement for, or in respect of, any Excluded Property shall, to the extent otherwise constituting Collateral, be subject to the security interest granted by such Debtor unless (a) any such assets or property received in such exchange are themselves Excluded Property or (b) such Proceeds are identifiable as Proceeds of such Excluded Property.

As used in this UCC Financing Statement, the following terms shall have the meanings specified in the UCC (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Chattel Paper;
- (c) Commercial Tort Claims;
- (d) Commodity Account;
- (e) Deposit Accounts;
- (f) Documents;
- (g) Fixtures;
- (h) General Intangibles;
- (i) Goods;
- (j) Instruments;
- (k) Investment Property;
- (l) Letter-of-Credit Rights;
- (m) Money;
- (n) Proceeds;
- (o) Securities Accounts;
- (p) Security Entitlements; and
- (q) Supporting Obligations.

Each capitalized term used herein and not otherwise defined shall have the meaning assigned to such term in the Security Agreement or the Credit Agreement. As used in this UCC Financing Statement, the following terms shall have the following meanings:

"Account" shall mean "accounts" as defined in the UCC, and also means a right to payment of a monetary obligation whether or not constituting "accounts" as defined in the UCC, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Capitalized Lease" shall mean, with respect to any Person, all leases by such Person as lessee that have been or should be, in accordance with GAAP, recorded as capitalized leases (subject to the proviso appearing in the definition of GAAP).

"Cash Equivalents" shall mean any of the following:

- (a) United States Dollars or Canadian Dollars;
- (b) securities issued or directly and fully guaranteed or insured by the United States or



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Canadian government or any country that is a member state of the European Union or, in each case, any agency or instrumentality thereof having maturities of not more than twenty four months from the date of acquisition thereof; provided, that the full faith and credit of such government is pledged in support thereof;

(c) certificates of deposit, time deposits or eurodollar time deposits with maturities of one year or less from the date of acquisition, banker's acceptances with maturities not exceeding one year, and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks, and not less than the Equivalent Amount to \$500,000,000 in the applicable Alternative Currency in the case of Canadian banks and in the case of other non-U.S. and non-Canadian banks, whose long term debt is rated "A" or the equivalent thereof by Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency);

(d) commercial paper issued by a corporation (other than an Affiliate of the Debtor) rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized ratings agency) and, in each case, maturing within twenty-four (24) months after the date of creation thereof;

(e) marketable short-term money market and similar funds (including such funds investing a portion of their assets in municipal securities) having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);

(f) repurchase obligations for underlying securities of the types described in clauses (b), (c) and (g) entered into with any financial institution meeting the qualifications specified in clause (c) above;

(g) readily marketable direct obligations, with average maturities of twenty-four (24) months or less from the date of acquisition, issued by any state, commonwealth, province or territory of the United States or Canada, or by any political subdivision or taxing authority thereof, having one of the two highest rating categories obtainable from either S&P or Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency);

(h) Indebtedness issued by Persons (other than the Sponsor or any of its Affiliates) with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another internationally recognized rating agency), in each case, with maturities of twentyfour (24) months or less from the date of acquisition; and

(i) investment funds investing at least 95% of their assets in securities of the types (including as to credit quality and maturity) described in clauses (a) through (h) above.

"Credit Agreement" means that certain Revolving Credit and Guaranty Agreement, dated as of May 30, 2017, among the Debtor, the Secured Party and any other Person party thereto (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement, dated as of October 3, 2018, as further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019, and as may be further amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Equipment" means all machinery, "equipment" (as defined in the Uniform Commercial Code), and similar goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing but excluding, in each case, any Inventory

"Equity Interests" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"Excluded Accounts" has the meaning given to such term in the definition of "Excluded Property".



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"Excluded Property" shall mean:

(a) any Deposit Accounts, Commodity Accounts and Securities Accounts that (i) are solely used for withholding, social security, payroll, health, benefit, tax, escrow, customer deposit, trust or other fiduciary accounts, (ii) are zero balance accounts, (iii) are accounts used solely for cash deposits related to Liens permitted under Section 7.01 of the Credit Agreement or (iv) have a balance not exceeding \$1,000,000 individually at any time; provided that the aggregate balance of all Deposit Accounts, Commodity Accounts and all Securities Accounts excluded from the Collateral pursuant to this clause (iv) does not exceed \$5,000,000 in the aggregate, in each case, at any time (with such Deposits Accounts, Commodity Accounts and Securities Accounts described in clauses (i), (ii), (iii) and (iv) and the funds contained in such accounts from time to time while such funds are contained therein collectively being, the "Excluded Accounts");

(b) any Equity Interests issued by the Debtor or any of its subsidiaries, partnerships or joint ventures;

(c) any Equipment, and all Certificates of Title and books and records of the Debtor pertaining to any of the Equipment;

(d) any Fixtures;

(e) any Real Property;

(f) any Intellectual Property;

(g) any General Intangible and Chattel Paper to the extent not relating to any Collateral;

(h) any Investment Property (other than Securities Accounts not constituting Excluded Accounts and items on deposit therein);

(i) any Instrument to the extent not relating to any Collateral;

(j) any assets that would otherwise be Collateral as to which the Debtor and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien, pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Party of the security to be afforded thereby;

(k) any Letter-of-Credit Rights other than those Letter-of-Credit Rights constituting both (i) Supporting Obligations relating to any Collateral and (ii) which can be perfected by the filing of a financing statement in appropriate form under the UCC;

(l) any Commercial Tort Claim to the extent either (i) not relating to any Collateral or (ii) having a value not in excess of \$1,000,000;

(m) any Security Entitlements to the extent not relating to any Collateral;

(n) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable laws, except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (n);

(o) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than the Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such



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time as the contractual or legal provision referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement shall automatically cease to constitute "Excluded Property" under this clause (o);

(p) Vehicles, vessels, aircraft, tractors, trailers, other rolling stock and any other similar mobile goods or serial number goods (or like term as defined in any PPSA (as defined in the Credit Agreement)) (including, without limitation, accessories, superstructures and racks) and any assets otherwise subject to certificates of title; for purposes hereof, "Vehicles" means all autos, trucks, trailers, tractors, airplanes, boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other vehicles whether or not covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing;

(q) any casualty or other insurance Proceeds to the extent not related to any Collateral; and

(r) to the extent not otherwise excluded hereunder, any assets or other property that would be recorded as "plant, property and equipment" on the consolidated balance sheet of the Debtor in accordance with GAAP.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied; provided that capital leases and operating leases shall be subject to generally accepted accounting principles in effect in the United States on May 30, 2017.

"Governmental Authority" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the UCC), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing). In no event shall the term "Lien" be deemed to include any license of intellectual property unless such license contains a grant of a security interest in such intellectual property.

"Moody's" shall mean Moody's Investors Service, Inc. and any successor thereto.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"S&P" shall mean Standard & Poor's Financial Services LLC, a wholly-owned subsidiary of The McGraw-Hill Companies, Inc., and any successor thereto.

"Security Agreement" shall mean that certain Amended and Restated U.S. Security Agreement



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dated as of October 3, 2018, as amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019, among the Debtor, the Secured Party and any other Person party thereto (and as may be further amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Sponsor" shall mean any one of or any combination of CSL Capital Management, LLC, The Goldman Sachs Group, Inc. and Baker Hughes Incorporated, in each case, including any successor in interest or parent company.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.



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Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 28-Jan-2019 15:04:11

Registration #: 301862932
Expiry Date: 25-Jan-2025

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153349750-1	Address:	4500 Bankers Hall East, 855 - 2nd Street SW
Entity Type:	Business		Calgary, Alberta
Name:	Bennett Jones SLP		T2P4K7
			Canada

Secured Party

Item #:	1	Address:	73 Old Ridgefield Road, Suite 6
Party ID:	153167162-1		Wilton, Connecticut
Entity Type:	Business		06897
Name:	GACP FINANCE CO., LLC, AS AGENT		United States of America

Debtor Party

* Item #:	1	Address:	11211 FM 2920 Road
Party ID:	153112277-1		Tomball, Texas
Entity Type:	Business		77375
Name:	BJ SERVICES HOLDINGS CANADA, ULC		United States of America

Serial Property

Item #:	1	Year:	2014
Serial Type:	Trailer	Make/Desc:	PROPELL
Serial #:	2T9SAAVC4ED016432	Model:	
Override:	No	Color:	
Item #:	2	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC6CD016936	Model:	
Override:	No	Color:	
Item #:	3	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT N2 PUMP
Serial #:	1Z9SD4528C0058386	Model:	
Override:	No	Color:	
Item #:	4	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT
Serial #:	1Z9SD4526C0058418	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #: 5
Serial Type: Trailer
Serial #: 2T9SASVC3CD016909
Override: No

Year: 2012
Make/Desc: TYCROP
Model:
Color:

Item #: 6
Serial Type: Trailer
Serial #: 1Z9SD4526C0058385
Override: No

Year: 2012
Make/Desc: OVERBILT
Model:
Color:

Item #: 7
Serial Type: Motor Vehicle
Serial #: 1C9LB3828BK883491
Override: No

Year: 2011
Make/Desc: SUREFIRE
Model:
Color:

Item #: 8
Serial Type: Trailer
Serial #: 2T9SASVC4CD016935
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109
Model:
Color:

Item #: 9
Serial Type: Trailer
Serial #: 2T9SASUC4DD016193
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 10
Serial Type: Motor Vehicle
Serial #: 1R9S04527BA494120
Override: No

Year: 2011
Make/Desc: ROLLIGAN
Model:
Color:

Item #: 11
Serial Type: Trailer
Serial #: 2T9SASUC1DD016278
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 12
Serial Type: Trailer
Serial #: 2T9SASVC1CD016908
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC
Model:
Color:

Item #: 13
Serial Type: Trailer
Serial #: 1P9CP4324EB343392
Override: No

Year: 2014
Make/Desc: PRATT DOTF DPHU 100
Model:
Color:

Item #: 14
Serial Type: Trailer
Serial #: 1M91P5222DA211757
Override: No

Year: 2013
Make/Desc: MERTZ
Model:
Color:

Item #: 15
Serial Type: Trailer

Year: 2012
Make/Desc: SPM 5503081



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Serial #: 1M91P5220CA211755
Override: No

Model:
Color:

Item #: 16
Serial Type: Trailer
Serial #: 2T9SASUC4DD016226
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 17
Serial Type: Trailer
Serial #: 2N9N2403XCE065389
Override: No

Year: 2012
Make/Desc: STELLAR CHASSIS
Model:
Color:

Item #: 18
Serial Type: Trailer
Serial #: 2T9SASUC0DD016191
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 19
Serial Type: Trailer
Serial #: 2T9SASUC7DD016222
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 20
Serial Type: Trailer
Serial #: 2T9SASUC6DD016227
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 21
Serial Type: Trailer
Serial #: 2T9SASUC6DD016194
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 22
Serial Type: Trailer
Serial #: 2T9SASUC5DD016252
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 23
Serial Type: Trailer
Serial #: 2T9SASUC5DD016302
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 24
Serial Type: Trailer
Serial #: 2T9SASUC7DD016303
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 25
Serial Type: Trailer
Serial #: 2T9SASUC2DD016192
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:



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Item #:	26	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC3DD016265	Model:	
Override:	No	Color:	
Item #:	27	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-003-9109
Serial #:	2T9SASVC5CD016961	Model:	
Override:	No	Color:	
Item #:	28	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXDD016277	Model:	
Override:	No	Color:	
Item #:	29	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC7DD016253	Model:	
Override:	No	Color:	
Item #:	30	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC3DD016251	Model:	
Override:	No	Color:	
Item #:	31	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC. DF44 TRT 1330
Serial #:	1P9CP442XCB343456	Model:	
Override:	No	Color:	
Item #:	32	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC. DF44 TRT 1330
Serial #:	1P9CP4427CB343091	Model:	
Override:	No	Color:	
Item #:	33	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT HYDRA RIG
Serial #:	1Z9SD4520C0058382	Model:	
Override:	No	Color:	
Item #:	34	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT HRS-10038
Serial #:	1X9SD4522C0058383	Model:	
Override:	No	Color:	
Item #:	35	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-0003-9109
Serial #:	2T9SASVC7CD016962	Model:	
Override:	No	Color:	
Item #:	36	Year:	2012



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Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4CD016029	Model:	
Override:	No	Color:	
Item #:	37	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4121CB343656	Model:	
Override:	No	Color:	
Item #:	38	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4CD016127	Model:	
Override:	No	Color:	
Item #:	39	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG PUMPER N2
Serial #:	2T9NSZ3P6BE165008	Model:	
Override:	No	Color:	
Item #:	40	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER
Serial #:	2T9NSZ3P2BE165006	Model:	
Override:	No	Color:	
Item #:	41	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER
Serial #:	2T9NSZ3P4BE165007	Model:	
Override:	No	Color:	
Item #:	42	Year:	2011
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 1M TRAILER
Serial #:	2T9NSZ3P8BE165009	Model:	
Override:	No	Color:	
Item #:	43	Year:	2012
Serial Type:	Trailer	Make/Desc:	OVERBILT
Serial #:	1Z9SD4524C0058384	Model:	
Override:	No	Color:	
Item #:	44	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4128CB343119	Model:	
Override:	No	Color:	
Item #:	45	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4127CB343676	Model:	
Override:	No	Color:	
Item #:	46	Year:	2013
Serial Type:	Trailer	Make/Desc:	RHINO SUREFIRE
Serial #:	1P9CP4121DB343240	Model:	



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Override:	No	Color:	
Item #:	47	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC9CD016088	Model:	
Override:	No	Color:	
Item #:	48	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS
Serial #:	2T9SASRB6CD016890	Model:	
Override:	No	Color:	
Item #:	49	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC1CD016084	Model:	
Override:	No	Color:	
Item #:	50	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO TC 50
Serial #:	1P9CP4124CB343098	Model:	
Override:	No	Color:	
Item #:	51	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO DF41
Serial #:	1P9CP4123CB343710	Model:	
Override:	No	Color:	
Item #:	52	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO TC 50
Serial #:	1P9CP4129CB343713	Model:	
Override:	No	Color:	
Item #:	53	Year:	2013
Serial Type:	Trailer	Make/Desc:	RHINO T / SUREFIRE
Serial #:	1P9CP4124DB343006	Model:	
Override:	No	Color:	
Item #:	54	Year:	2013
Serial Type:	Trailer	Make/Desc:	RHINO T / SUREFIRE
Serial #:	1P9CP412XDB343012	Model:	
Override:	No	Color:	
Item #:	55	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC8BD016695	Model:	
Override:	No	Color:	
Item #:	56	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASTC5BD016766	Model:	
Override:	No	Color:	



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Item #:	57	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC3BD016698	Model:	
Override:	No	Color:	
Item #:	58	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC8BD016745	Model:	
Override:	No	Color:	
Item #:	59	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BJS10442523
Serial #:	2T9SASRB8CD016888	Model:	
Override:	No	Color:	
Item #:	60	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4CD016032	Model:	
Override:	No	Color:	
Item #:	61	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4DD016176	Model:	
Override:	No	Color:	
Item #:	62	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC5CD016055	Model:	
Override:	No	Color:	
Item #:	63	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC9CD016124	Model:	
Override:	No	Color:	
Item #:	64	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC5CD016976	Model:	
Override:	No	Color:	
Item #:	65	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4CD016967	Model:	
Override:	No	Color:	
Item #:	66	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC6CD016968	Model:	
Override:	No	Color:	
Item #:	67	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500



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Serial #: 2T9SASUC0CD016996
Override: No

Model:
Color:

Item #: 68
Serial Type: Trailer
Serial #: 2T9SASUC6CD016002
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 69
Serial Type: Trailer
Serial #: 2T9SASUC4CD016001
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 70
Serial Type: Trailer
Serial #: 2T9SASUC2CD016997
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 71
Serial Type: Trailer
Serial #: 2T9SASUC1CD016991
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 72
Serial Type: Trailer
Serial #: 2T9SASUC2CD016126
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 73
Serial Type: Trailer
Serial #: 2T9SASRB6CD016887
Override: No

Year: 2012
Make/Desc: TYCROP
Model:
Color:

Item #: 74
Serial Type: Trailer
Serial #: 2T9SASUC8DD016178
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 75
Serial Type: Trailer
Serial #: 2T9SASUC6DD016177
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 76
Serial Type: Trailer
Serial #: 1P9CP4426CB343177
Override: No

Year: 2012
Make/Desc: PRATT INDUSTRIES DF442
Model:
Color:

Item #: 77
Serial Type: Trailer
Serial #: 1R9S03926BA494100
Override: No

Year: 2011
Make/Desc: ROLLSRITE ROLR
Model:
Color:



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Item #:	78	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC6CD016033	Model:	
Override:	No	Color:	
Item #:	79	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016083	Model:	
Override:	No	Color:	
Item #:	80	Year:	2010
Serial Type:	Trailer	Make/Desc:	ATOKA LOWBOY
Serial #:	1A9L74526AA245993	Model:	
Override:	No	Color:	
Item #:	81	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASTC7BD016767	Model:	
Override:	No	Color:	
Item #:	82	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASTC9BD016768	Model:	
Override:	No	Color:	
Item #:	83	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016990	Model:	
Override:	No	Color:	
Item #:	84	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC1CD016974	Model:	
Override:	No	Color:	
Item #:	85	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PRAT
Serial #:	1P9CP4021CB343092	Model:	
Override:	No	Color:	
Item #:	86	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC8CD016034	Model:	
Override:	No	Color:	
Item #:	87	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC7CD016056	Model:	
Override:	No	Color:	
Item #:	88	Year:	2011



Saskatchewan Personal Property Registry Search Result

Serial Type: Trailer
Serial #: 1W9UC4828BL216009
Override: No

Item #: 89
Serial Type: Trailer
Serial #: 2T9SASUCXCD016973
Override: No

Item #: 90
Serial Type: Trailer
Serial #: 2T9SASUC4CD016953
Override: No

Item #: 91
Serial Type: Trailer
Serial #: 1P9CP412XCB343669
Override: No

Item #: 92
Serial Type: Trailer
Serial #: 2T9SASTCXB016696
Override: No

Item #: 93
Serial Type: Trailer
Serial #: 1A9L74524AA245992
Override: No

Item #: 94
Serial Type: Trailer
Serial #: 1P9CP402XAB343236
Override: No

Item #: 95
Serial Type: Trailer
Serial #: 2T9SASUC3CD016975
Override: No

Item #: 96
Serial Type: Trailer
Serial #: 1P9CP4024BB343697
Override: No

Item #: 97
Serial Type: Trailer
Serial #: 2T9SASUC1CD016960
Override: No

Item #: 98
Serial Type: Trailer
Serial #: 2PLC040277BM13077

Make/Desc: WORLEY WELDING FMCC

Model:

Color:

Year: 2012

Make/Desc: STEWART & STEVENSON SRP-2500

Model:

Color:

Year: 2012

Make/Desc: STEWART & STEVENSON SRP-2500

Model:

Color:

Year: 2012

Make/Desc: RHINO RHINO TC 50

Model:

Color:

Year: 2011

Make/Desc: STEWART & STEVENSON SRP-2250.5

Model:

Color:

Year: 2010

Make/Desc: ATOKA HRS-10001

Model:

Color:

Year: 2010

Make/Desc: PRATT

Model:

Color:

Year: 2012

Make/Desc: STEWART & STEVENSON SRP-2500

Model:

Color:

Year: 2011

Make/Desc: PRATT INDUSTRIES, INC.

Model:

Color:

Year: 2012

Make/Desc: STEWART & STEVENSON SRP-2500

Model:

Color:

Year: 2007

Make/Desc: PEERLESS CRT-1500

Model:



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	99	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC8CD016955	Model:	
Override:	No	Color:	
Item #:	100	Year:	2011
Serial Type:	Trailer	Make/Desc:	SUREFIRE
Serial #:	1C9LB3828BK883488	Model:	
Override:	No	Color:	
Item #:	101	Year:	2011
Serial Type:	Trailer	Make/Desc:	SUREFIRE
Serial #:	1C9LB382XBK883492	Model:	
Override:	No	Color:	
Item #:	102	Year:	2011
Serial Type:	Trailer	Make/Desc:	CHOICE
Serial #:	1C9LB3820BK883498	Model:	
Override:	No	Color:	
Item #:	103	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X47R932537	Model:	
Override:	No	Color:	
Item #:	104	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X27R932536	Model:	
Override:	No	Color:	
Item #:	105	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4123BB343706	Model:	
Override:	No	Color:	
Item #:	106	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTCXBD016746	Model:	
Override:	No	Color:	
Item #:	107	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC3BD016765	Model:	
Override:	No	Color:	
Item #:	108	Year:	2010
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L7452XAA245995	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	109	Year:	2011
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L74524BA245203	Model:	
Override:	No	Color:	
Item #:	110	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.4
Serial #:	2T9SASTCX9D016479	Model:	
Override:	No	Color:	
Item #:	111	Year:	2012
Serial Type:	Trailer	Make/Desc:	KALYN SIEBERT
Serial #:	1P9CP4327CB343772	Model:	
Override:	No	Color:	
Item #:	112	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC5CD016959	Model:	
Override:	No	Color:	
Item #:	113	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016956	Model:	
Override:	No	Color:	
Item #:	114	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYRCROP CHASSIS
Serial #:	2T9SASRBXCD016889	Model:	
Override:	No	Color:	
Item #:	115	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES DF 40
Serial #:	1P9CP4021CB343447	Model:	
Override:	No	Color:	
Item #:	116	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4126AB343195	Model:	
Override:	No	Color:	
Item #:	117	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS SRP-2250.2
Serial #:	2PLC0413X7BH13156	Model:	
Override:	No	Color:	
Item #:	118	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC1CD016957	Model:	
Override:	No	Color:	
Item #:	119	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250



Saskatchewan Personal Property Registry Search Result

Serial #: 2T9SASVCXBD016792
Override: No

Model:
Color:

Item #: 120
Serial Type: Trailer
Serial #: 2T9SASVC1BD016793
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2250
Model:
Color:

Item #: 121
Serial Type: Trailer
Serial #: 2PLC040257BM13076
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500
Model:
Color:

Item #: 122
Serial Type: Trailer
Serial #: 2T9SASVCXBD016789
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2250
Model:
Color:

Item #: 123
Serial Type: Trailer
Serial #: 2T9SASVC7BD016779
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 124
Serial Type: Trailer
Serial #: 1P9CP4120BB343154
Override: No

Year: 2011
Make/Desc: RHINO RHINO CT
Model:
Color:

Item #: 125
Serial Type: Trailer
Serial #: 1P9CP4122BB343155
Override: No

Year: 2011
Make/Desc: RHINO RHINO CT
Model:
Color:

Item #: 126
Serial Type: Trailer
Serial #: 1P9CP412XCB343008
Override: No

Year: 2012
Make/Desc: PRATT INDUSTRIES RHINO T
Model:
Color:

Item #: 127
Serial Type: Trailer
Serial #: 1P9CP4127AB343187
Override: No

Year: 2010
Make/Desc: RHINO RHINO T
Model:
Color:

Item #: 128
Serial Type: Trailer
Serial #: 1P9CP4129BB343112
Override: No

Year: 2011
Make/Desc: RHINO RHINO CT
Model:
Color:

Item #: 129
Serial Type: Trailer
Serial #: 2T9SASVC6BD016787
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2250
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	130	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC8BD016791	Model:	
Override:	No	Color:	
Item #:	131	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC7BD016782	Model:	
Override:	No	Color:	
Item #:	132	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC9BD016783	Model:	
Override:	No	Color:	
Item #:	133	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC6BD016790	Model:	
Override:	No	Color:	
Item #:	134	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC0BD016784	Model:	
Override:	No	Color:	
Item #:	135	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC2BD016785	Model:	
Override:	No	Color:	
Item #:	136	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC5BD016781	Model:	
Override:	No	Color:	
Item #:	137	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4120AB343175	Model:	
Override:	No	Color:	
Item #:	138	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC5AD016491	Model:	
Override:	No	Color:	
Item #:	139	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC6AD016497	Model:	
Override:	No	Color:	
Item #:	140	Year:	2009



Saskatchewan Personal Property Registry Search Result

Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC7AD016492	Model:	
Override:	No	Color:	
Item #:	141	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC8AD016498	Model:	
Override:	No	Color:	
Item #:	142	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC59D016485	Model:	
Override:	No	Color:	
Item #:	143	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC4BD016786	Model:	
Override:	No	Color:	
Item #:	144	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC8BD016788	Model:	
Override:	No	Color:	
Item #:	145	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X17R932530	Model:	
Override:	No	Color:	
Item #:	146	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X37R932531	Model:	
Override:	No	Color:	
Item #:	147	Year:	2010
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC. 125E MARK 2
Serial #:	1P9CP4024AB343133	Model:	
Override:	No	Color:	
Item #:	148	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.2
Serial #:	2PLC041377BJ13157	Model:	
Override:	No	Color:	
Item #:	149	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4120BB343713	Model:	
Override:	No	Color:	
Item #:	150	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS
Serial #:	2PLC040206BA12584	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	151	Year:	2011
Serial Type:	Trailer	Make/Desc:	CANCADE TRA/REM
Serial #:	2C91356E1B1086271	Model:	
Override:	No	Color:	
Item #:	152	Year:	2011
Serial Type:	Trailer	Make/Desc:	ATOKA LOWBOY
Serial #:	1A9L74526BA245204	Model:	
Override:	No	Color:	
Item #:	153	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING 4 IN, FIG 1502
Serial #:	1W9UC4825BL216002	Model:	
Override:	No	Color:	
Item #:	154	Year:	2009
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP40299B343060	Model:	
Override:	No	Color:	
Item #:	155	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	5DDKM402281003554	Model:	
Override:	No	Color:	
Item #:	156	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASVC3BD016780	Model:	
Override:	No	Color:	
Item #:	157	Year:	2009
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES BLN
Serial #:	1P9CP40239B343099	Model:	
Override:	No	Color:	
Item #:	158	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X47R932540	Model:	
Override:	No	Color:	
Item #:	159	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X87R932539	Model:	
Override:	No	Color:	
Item #:	160	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X9ED188587	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	161	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0ED188588	Model:	
Override:	No	Color:	
Item #:	162	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0FD188639	Model:	
Override:	No	Color:	
Item #:	163	Year:	2009
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041299BG14127	Model:	
Override:	No	Color:	
Item #:	164	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG6EPFV7483	Model:	
Override:	No	Color:	
Item #:	165	Year:	2014
Serial Type:	Trailer	Make/Desc:	WILCO
Serial #:	1W9TC3924EM257563	Model:	
Override:	No	Color:	
Item #:	166	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBU4702	Model:	
Override:	No	Color:	
Item #:	167	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	FREIGHTLINER M2
Serial #:	1FVHCYBS2DHFH5637	Model:	
Override:	No	Color:	
Item #:	168	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PTRB 367
Serial #:	1XPTD49X4DD166480	Model:	
Override:	No	Color:	
Item #:	169	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X77R932533	Model:	
Override:	No	Color:	
Item #:	170	Year:	2009
Serial Type:	Trailer	Make/Desc:	PRAT
Serial #:	1P9CP40269B343100	Model:	
Override:	No	Color:	
Item #:	171	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES



Saskatchewan Personal Property Registry Search Result

Serial #: 1NKCL40X67R932538
Override: No

Model:
Color:

Item #: 172
Serial Type: Motor Vehicle
Serial #: 1FVHCYCY6EHFP0577
Override: No

Year: 2014
Make/Desc: FREIGHTLINER M2
Model:
Color:

Item #: 173
Serial Type: Trailer
Serial #: 2T9SAOSB07D016116
Override: No

Year: 2008
Make/Desc: TYCROP CRT-1500
Model:
Color:

Item #: 174
Serial Type: Trailer
Serial #: 2T9SASSB17D016117
Override: No

Year: 2008
Make/Desc: TYCROP NRP12000
Model:
Color:

Item #: 175
Serial Type: Trailer
Serial #: 2PLC040207GJ13075
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500
Model:
Color:

Item #: 176
Serial Type: Motor Vehicle
Serial #: 5KJRALBG0CPBE2314
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 177
Serial Type: Trailer
Serial #: 1P9CP40268B343595
Override: No

Year: 2008
Make/Desc: PRATT INDUSTRIES, INC. 6F402-BA8CFS555
Model:
Color:

Item #: 178
Serial Type: Motor Vehicle
Serial #: 5KJRALBG8CPBE2304
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 179
Serial Type: Trailer
Serial #: 2PLC0413X70L13152
Override: No

Year: 2007
Make/Desc: STEWART & STEVENSON SRP-2250.2
Model:
Color:

Item #: 180
Serial Type: Trailer
Serial #: 5DDKM402881003378
Override: No

Year: 2008
Make/Desc: RHINO RHINO T
Model:
Color:

Item #: 181
Serial Type: Motor Vehicle
Serial #: 5KJJALBG6CPBU4697
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	182	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBU4701	Model:	
Override:	No	Color:	
Item #:	183	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG6CPBE2303	Model:	
Override:	No	Color:	
Item #:	184	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG0CPBE2300	Model:	
Override:	No	Color:	
Item #:	185	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBU4699	Model:	
Override:	No	Color:	
Item #:	186	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8CPBU4698	Model:	
Override:	No	Color:	
Item #:	187	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NRP12000
Serial #:	2T9NSY3P66E165025	Model:	
Override:	No	Color:	
Item #:	188	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NRP12000
Serial #:	2T9NSY3P86E165026	Model:	
Override:	No	Color:	
Item #:	189	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO RHINO Q
Serial #:	5DDKM402171003026	Model:	
Override:	No	Color:	
Item #:	190	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBU4700	Model:	
Override:	No	Color:	
Item #:	191	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X7DD166327	Model:	
Override:	No	Color:	
Item #:	192	Year:	2007



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Serial Type:	Trailer	Make/Desc:	RHINO RHINO Q
Serial #:	5DDKM402971003078	Model:	
Override:	No	Color:	
Item #:	193	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG2CPBE2301	Model:	
Override:	No	Color:	
Item #:	194	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG4CPBE2302	Model:	
Override:	No	Color:	
Item #:	195	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49XXDD166161	Model:	
Override:	No	Color:	
Item #:	196	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X2DD166431	Model:	
Override:	No	Color:	
Item #:	197	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X1DD183298	Model:	
Override:	No	Color:	
Item #:	198	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.3
Serial #:	2PLC041337BL13145	Model:	
Override:	No	Color:	
Item #:	199	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG8CPBE2299	Model:	
Override:	No	Color:	
Item #:	200	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X9DD166247	Model:	
Override:	No	Color:	
Item #:	201	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X5DD166150	Model:	
Override:	No	Color:	
Item #:	202	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X7DD166389	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	203	Year:	2007
Serial Type:	Trailer	Make/Desc:	BLENDER 125-E
Serial #:	5DDKM362671002987	Model:	
Override:	No	Color:	
Item #:	204	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2259	Model:	
Override:	No	Color:	
Item #:	205	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBE2279	Model:	
Override:	No	Color:	
Item #:	206	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K
Serial #:	2T9NSY3P65E165024	Model:	
Override:	No	Color:	
Item #:	207	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG N2 PUMPER
Serial #:	2T9NSY3P85E165025	Model:	
Override:	No	Color:	
Item #:	208	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K PSI
Serial #:	2T9NSY3PX5E165026	Model:	
Override:	No	Color:	
Item #:	209	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG9CPBE2098	Model:	
Override:	No	Color:	
Item #:	210	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG3CPBE2100	Model:	
Override:	No	Color:	
Item #:	211	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG7CPBE2097	Model:	
Override:	No	Color:	
Item #:	212	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG5CPBE2096	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	213	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG0CPBE2099	Model:	
Override:	No	Color:	
Item #:	214	Year:	2012
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL T800
Serial #:	1010126439	Model:	
Override:	No	Color:	
Item #:	215	Year:	2013
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4400
Serial #:	1010126440	Model:	
Override:	No	Color:	
Item #:	216	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X1DD163312	Model:	
Override:	No	Color:	
Item #:	217	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0DD166430	Model:	
Override:	No	Color:	
Item #:	218	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49XXBD123131	Model:	
Override:	No	Color:	
Item #:	219	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X8BD123130	Model:	
Override:	No	Color:	
Item #:	220	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X6DD166108	Model:	
Override:	No	Color:	
Item #:	221	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X3CD137583	Model:	
Override:	No	Color:	
Item #:	222	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X4CD155140	Model:	
Override:	No	Color:	
Item #:	223	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES



Saskatchewan Personal Property Registry Search Result

Serial #: 1NKCL40X07R932535
Override: No

Model:
Color:

Item #: 224
Serial Type: Motor Vehicle
Serial #: 5KKPALBGXBAX2214
Override: Yes

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 225
Serial Type: Motor Vehicle
Serial #: 5KKPALBG1BPAX2215
Override: No

Year: 1993
Make/Desc: WESTERN STAR WB1230865
Model:
Color:

Item #: 226
Serial Type: Motor Vehicle
Serial #: 1XPTD49X0CD137766
Override: No

Year: 2012
Make/Desc: PETERBILT 367
Model:
Color:

Item #: 227
Serial Type: Motor Vehicle
Serial #: 1XPTD49X1CD137582
Override: No

Year: 2012
Make/Desc: PETERBILT 367
Model:
Color:

Item #: 228
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXCPBE2270
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 229
Serial Type: Motor Vehicle
Serial #: 5KJJALBG3CPBE2272
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 230
Serial Type: Trailer
Serial #: 1Z9FF2124FH368031
Override: No

Year: 2015
Make/Desc: OILFIELD REPAIR SPECIALISTS BOOST
Model:
Color:

Item #: 231
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8BPAZ6232
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 232
Serial Type: Trailer
Serial #: 1Z9FF2122FH368030
Override: No

Year: 2015
Make/Desc: OILFIELD REPAIR SPECIALISTS BOOST
Model:
Color:

Item #: 233
Serial Type: Motor Vehicle
Serial #: 1XPTD49X7BD123166
Override: No

Year: 2011
Make/Desc: PETERBILT 367
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	234	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X5BD123151	Model:	
Override:	No	Color:	
Item #:	235	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS SRP-2250.2
Serial #:	2PLC040395BM12117	Model:	
Override:	No	Color:	
Item #:	236	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X3BD117090	Model:	
Override:	No	Color:	
Item #:	238	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG1CPBE2271	Model:	
Override:	No	Color:	
Item #:	239	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBE2273	Model:	
Override:	No	Color:	
Item #:	240	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN BLENDER
Serial #:	5DDKM362971002675	Model:	
Override:	No	Color:	
Item #:	242	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBE2269	Model:	
Override:	No	Color:	
Item #:	243	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2260	Model:	
Override:	No	Color:	
Item #:	244	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG1CPBE2268	Model:	
Override:	No	Color:	
Item #:	245	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X4BD116997	Model:	
Override:	No	Color:	
Item #:	246	Year:	2011



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X1BD117086	Model:	
Override:	No	Color:	
Item #:	247	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X57R932532	Model:	
Override:	No	Color:	
Item #:	248	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X5BD117009	Model:	
Override:	No	Color:	
Item #:	249	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBE2265	Model:	
Override:	No	Color:	
Item #:	250	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBU4685	Model:	
Override:	No	Color:	
Item #:	251	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBE2263	Model:	
Override:	No	Color:	
Item #:	252	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337
Serial #:	2NP2HN7X2CM137944	Model:	
Override:	No	Color:	
Item #:	253	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X7CD137442	Model:	
Override:	No	Color:	
Item #:	254	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5BPAY9352	Model:	
Override:	No	Color:	
Item #:	255	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4BPAZ6230	Model:	
Override:	No	Color:	
Item #:	256	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBU4675	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	257	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBU4682	Model:	
Override:	No	Color:	
Item #:	258	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBU4687	Model:	
Override:	No	Color:	
Item #:	259	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBU4688	Model:	
Override:	No	Color:	
Item #:	260	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBU4689	Model:	
Override:	No	Color:	
Item #:	261	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBU4691	Model:	
Override:	No	Color:	
Item #:	262	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBU4692	Model:	
Override:	No	Color:	
Item #:	263	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBU4693	Model:	
Override:	No	Color:	
Item #:	264	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBU4694	Model:	
Override:	No	Color:	
Item #:	265	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBU4695	Model:	
Override:	No	Color:	
Item #:	266	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6BPAZ6231	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	267	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBE2267	Model:	
Override:	No	Color:	
Item #:	268	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBE2280	Model:	
Override:	No	Color:	
Item #:	269	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBU4674	Model:	
Override:	No	Color:	
Item #:	270	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBU4677	Model:	
Override:	No	Color:	
Item #:	271	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBU4678	Model:	
Override:	No	Color:	
Item #:	272	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBU4680	Model:	
Override:	No	Color:	
Item #:	273	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBU4683	Model:	
Override:	No	Color:	
Item #:	274	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBU4696	Model:	
Override:	No	Color:	
Item #:	275	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8CPBU4684	Model:	
Override:	No	Color:	
Item #:	276	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X3CD137535	Model:	
Override:	No	Color:	
Item #:	277	Year:	2011
Serial Type:	Trailer	Make/Desc:	CAMBELT CD24



Saskatchewan Personal Property Registry Search Result

Serial #: 1C9SB542XB1109407
Override: No

Model:
Color:

Item #: 278
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8BPAZ5095
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 279
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXBPAZ5096
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 280
Serial Type: Motor Vehicle
Serial #: 5KJJALBG1BPAZ5097
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 282
Serial Type: Motor Vehicle
Serial #: 5KJJALBG7CPBE2288
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 283
Serial Type: Motor Vehicle
Serial #: 5KJJALBG5CPBE2290
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 284
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8CPBE2297
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 285
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXCPBE2298
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 286
Serial Type: Motor Vehicle
Serial #: 5KJJALBG3CPBU4690
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 287
Serial Type: Motor Vehicle
Serial #: 5KJJALBG9CPBE2261
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 288
Serial Type: Motor Vehicle
Serial #: 5KJJALBG7CPBE2310
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	289	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBGXCPBE2305	Model:	
Override:	No	Color:	
Item #:	290	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG9CPBE2103	Model:	
Override:	No	Color:	
Item #:	291	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2311	Model:	
Override:	No	Color:	
Item #:	292	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBE2286	Model:	
Override:	No	Color:	
Item #:	293	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2291	Model:	
Override:	No	Color:	
Item #:	295	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2309	Model:	
Override:	No	Color:	
Item #:	297	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2312	Model:	
Override:	No	Color:	
Item #:	298	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO RHINO Q
Serial #:	5DDKM402371002699	Model:	
Override:	No	Color:	
Item #:	299	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-2A
Serial #:	2PLC042246BM12738	Model:	
Override:	No	Color:	
Item #:	300	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBE2278	Model:	
Override:	No	Color:	
Item #:	301	Year:	2012



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBE2277	Model:	
Override:	No	Color:	
Item #:	302	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBE2264	Model:	
Override:	No	Color:	
Item #:	303	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO RHINO Q
Serial #:	5DDKM402571002557	Model:	
Override:	No	Color:	
Item #:	304	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2276	Model:	
Override:	No	Color:	
Item #:	305	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG5CPBE2101	Model:	
Override:	No	Color:	
Item #:	306	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2275	Model:	
Override:	No	Color:	
Item #:	307	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY9356	Model:	
Override:	No	Color:	
Item #:	308	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8CPBE2266	Model:	
Override:	No	Color:	
Item #:	309	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2307	Model:	
Override:	No	Color:	
Item #:	310	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2308	Model:	
Override:	No	Color:	
Item #:	311	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X97R932534	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	312	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NS271
Serial #:	2T9NSY3PX6E165027	Model:	
Override:	No	Color:	
Item #:	313	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0BPAY9355	Model:	
Override:	No	Color:	
Item #:	314	Year:	2008
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L7452X8A245540	Model:	
Override:	No	Color:	
Item #:	315	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN 4 IN, FIG. 1002
Serial #:	5DDKM402371003061	Model:	
Override:	No	Color:	
Item #:	316	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY7929	Model:	
Override:	No	Color:	
Item #:	317	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXBPAY7936	Model:	
Override:	No	Color:	
Item #:	318	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6BPAY9344	Model:	
Override:	No	Color:	
Item #:	319	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY9342	Model:	
Override:	No	Color:	
Item #:	320	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4BPAY9343	Model:	
Override:	No	Color:	
Item #:	321	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8BPAY7935	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	323	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3BPAY9351	Model:	
Override:	No	Color:	
Item #:	324	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6BPAY7934	Model:	
Override:	No	Color:	
Item #:	325	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9BPAY9354	Model:	
Override:	No	Color:	
Item #:	326	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0BPAY7931	Model:	
Override:	No	Color:	
Item #:	327	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3BPAY9348	Model:	
Override:	No	Color:	
Item #:	328	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900SA
Serial #:	5KJJALBG8BPAY9345	Model:	
Override:	No	Color:	
Item #:	329	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG1BPAY9350	Model:	
Override:	No	Color:	
Item #:	330	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042375BM12112	Model:	
Override:	No	Color:	
Item #:	331	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBE2306	Model:	
Override:	No	Color:	
Item #:	333	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG0BPAX2994	Model:	
Override:	No	Color:	
Item #:	334	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337



Saskatchewan Personal Property Registry Search Result

Serial #: 2NP2HN7X3CM137953
Override: No

Model:
Color:

Item #: 335
Serial Type: Trailer
Serial #: 2PLC03527VBJ84920
Override: No

Year: 1997
Make/Desc: PEERLESS CH-40-8-A
Model:
Color:

Item #: 336
Serial Type: Motor Vehicle
Serial #: 5KJRALBG7BPAX2989
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 337
Serial Type: Motor Vehicle
Serial #: 5KJRALBG9BPAX2993
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 338
Serial Type: Motor Vehicle
Serial #: 5KJRALBG5BPAX2991
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 339
Serial Type: Motor Vehicle
Serial #: 5KJJALBG1BPAY9347
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 340
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXBPAY9346
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 341
Serial Type: Motor Vehicle
Serial #: 1XPTD49X49D773373
Override: No

Year: 2009
Make/Desc: PETERBILT 367
Model:
Color:

Item #: 342
Serial Type: Motor Vehicle
Serial #: 5KJJALDR2BPAW9123
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 343
Serial Type: Motor Vehicle
Serial #: 5KJJALDR4BPAW9124
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 344
Serial Type: Trailer
Serial #: 1B9WS56278T287171
Override: No

Year: 2008
Make/Desc: SAND KING SK4000
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	345	Year:	2007
Serial Type:	Trailer	Make/Desc:	TYCROP TRA/REM INCOMPLETE
Serial #:	2T9SASUB77D016135	Model:	
Override:	No	Color:	
Item #:	346	Year:	2009
Serial Type:	Trailer	Make/Desc:	THERM DYNAMICS TD1200
Serial #:	1T9JBHE159T499382	Model:	
Override:	No	Color:	
Item #:	347	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY7932	Model:	
Override:	No	Color:	
Item #:	348	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X19S773413	Model:	
Override:	Yes	Color:	
Item #:	349	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378
Serial #:	1XPFD49X57D656363	Model:	
Override:	No	Color:	
Item #:	350	Year:	2012
Serial Type:	Trailer	Make/Desc:	POLAR SK-4000
Serial #:	1PMS34331C1039557	Model:	
Override:	No	Color:	
Item #:	351	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-9.4K-90-TR-P-TRI-MW
Serial #:	1C9SC4431BM810996	Model:	
Override:	No	Color:	
Item #:	352	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-9.4K-90-TR-P-TRI-MW
Serial #:	1C9SC443XBM810995	Model:	
Override:	No	Color:	
Item #:	353	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD40X77R932250	Model:	
Override:	No	Color:	
Item #:	354	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4BPAY7933	Model:	
Override:	No	Color:	
Item #:	355	Year:	2009



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Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X29D788910	Model:	
Override:	No	Color:	
Item #:	356	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDR8APAL1281	Model:	
Override:	No	Color:	
Item #:	357	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDRXAPAL1282	Model:	
Override:	No	Color:	
Item #:	358	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDRXAPAL1279	Model:	
Override:	No	Color:	
Item #:	359	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X97R995861	Model:	
Override:	No	Color:	
Item #:	360	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDRX9PAL1276	Model:	
Override:	No	Color:	
Item #:	361	Year:	2013
Serial Type:	Trailer	Make/Desc:	BIG TEX TRAILER
Serial #:	16VCX1625D4D57770	Model:	
Override:	No	Color:	
Item #:	362	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106184	Model:	
Override:	No	Color:	
Item #:	363	Year:	2010
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106182	Model:	
Override:	No	Color:	
Item #:	364	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106183	Model:	
Override:	No	Color:	
Item #:	365	Year:	2012
Serial Type:	Trailer	Make/Desc:	SAND KING SK4002
Serial #:	2511106185	Model:	



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Override:	No	Color:	
Item #:	366	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041236BB12757	Model:	
Override:	No	Color:	
Item #:	367	Year:	2007
Serial Type:	Trailer	Make/Desc:	KENWORTH T800
Serial #:	1NKDL40X57R995991	Model:	
Override:	No	Color:	
Item #:	369	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X77R995860	Model:	
Override:	No	Color:	
Item #:	370	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337
Serial #:	2NP2HN7X5BM116908	Model:	
Override:	No	Color:	
Item #:	371	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X47R997520	Model:	
Override:	No	Color:	
Item #:	372	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X67R997535	Model:	
Override:	No	Color:	
Item #:	373	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041225BM12110	Model:	
Override:	No	Color:	
Item #:	374	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BULK
Serial #:	1T9SS5612FR719667	Model:	
Override:	No	Color:	
Item #:	375	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BULK
Serial #:	1T9SS5610FR719781	Model:	
Override:	No	Color:	
Item #:	376	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BULK
Serial #:	1T9SS5610FR719666	Model:	
Override:	No	Color:	



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Item #: 377
Serial Type: Motor Vehicle
Serial #: 1XPTD49XX8D656346
Override: No

Year: 2008
Make/Desc: PETERBILT 367
Model:
Color:

Item #: 378
Serial Type: Motor Vehicle
Serial #: 1XPTD49X68D740048
Override: No

Year: 2008
Make/Desc: PETERBILT 367
Model:
Color:

Item #: 379
Serial Type: Motor Vehicle
Serial #: 1XKDD00X77R995910
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES
Model:
Color:

Item #: 380
Serial Type: Trailer
Serial #: 2PLC041226BJ12536
Override: No

Year: 2006
Make/Desc: TYCROP CHASSIS CH-41-2A
Model:
Color:

Item #: 381
Serial Type: Trailer
Serial #: 2PLC04126BJ12535
Override: No

Year: 2006
Make/Desc: TYCROP CHASSIS CH-41-2A
Model:
Color:

Item #: 382
Serial Type: Trailer
Serial #: 2PLC041246BJ12537
Override: No

Year: 2006
Make/Desc: PEERLESS CH-41-2A
Model:
Color:

Item #: 383
Serial Type: Motor Vehicle
Serial #: 1NKCL40X57R995856
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES
Model:
Color:

Item #: 384
Serial Type: Motor Vehicle
Serial #: 1NKCL40X27R995846
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES
Model:
Color:

Item #: 385
Serial Type: Motor Vehicle
Serial #: 2NP3LN9X9DM172207
Override: No

Year: 2013
Make/Desc: PETERBILT 348
Model:
Color:

Item #: 386
Serial Type: Trailer
Serial #: 2PLG04128BC11752
Override: No

Year: 2008
Make/Desc: PEERLESS CH-41-2A
Model:
Color:

Item #: 387
Serial Type: Motor Vehicle

Year: 2008
Make/Desc: PETERBILT 367



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Serial #: 1XPTD49XX8D739890
Override: No

Model:
Color:

Item #: 388
Serial Type: Motor Vehicle
Serial #: 1XKDD00X27R995894
Override: No

Year: 2007
Make/Desc: KENWORTH T8 SERIES
Model:
Color:

Item #: 389
Serial Type: Trailer
Serial #: 1T9SS5614FR719783
Override: No

Year: 2015
Make/Desc: Troxell-Viking Single Compartment
Model:
Color:

Item #: 390
Serial Type: Motor Vehicle
Serial #: 5KJRALBGXBPBE2092
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 391
Serial Type: Motor Vehicle
Serial #: 5KJRALBG1BPBE2093
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 392
Serial Type: Motor Vehicle
Serial #: 5KJRALBG1CPBE2094
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 393
Serial Type: Motor Vehicle
Serial #: 5KJRALBG3CPBE2095
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 394
Serial Type: Trailer
Serial #: 1T9SS561XFR719786
Override: No

Year: 2015
Make/Desc: Troxell-Viking
Model:
Color:

Item #: 395
Serial Type: Trailer
Serial #: 1T9SS5612FR719782
Override: No

Year: 2015
Make/Desc: Troxell-Viking Single Compartment
Model:
Color:

Item #: 396
Serial Type: Trailer
Serial #: 1T9SS5616FR719784
Override: No

Year: 2015
Make/Desc: Troxell-Viking
Model:
Color:

Item #: 397
Serial Type: Trailer
Serial #: 1T9SS5618FR719785
Override: No

Year: 2015
Make/Desc: Troxell-Viking
Model:
Color:



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Item #:	398	Year:	2012
Serial Type:	Trailer	Make/Desc:	TRAILER & WHEEL 1100 CU. FT.
Serial #:	17YBP1621CB051027	Model:	
Override:	No	Color:	
Item #:	399	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042326BA12754	Model:	
Override:	No	Color:	
Item #:	400	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042326BB12756	Model:	
Override:	No	Color:	
Item #:	401	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SAND KING 4002
Serial #:	2806106123	Model:	
Override:	No	Color:	
Item #:	402	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378
Serial #:	1XPFD49X27D656367	Model:	
Override:	No	Color:	
Item #:	403	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDR49PAL1242	Model:	
Override:	No	Color:	
Item #:	404	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK-4002
Serial #:	1403106071	Model:	
Override:	No	Color:	
Item #:	405	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK 4002
Serial #:	1403106070	Model:	
Override:	No	Color:	
Item #:	406	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042307BH13178	Model:	
Override:	No	Color:	
Item #:	407	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042347BK13182	Model:	
Override:	No	Color:	
Item #:	408	Year:	2007



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Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042347BJ13180	Model:	
Override:	No	Color:	
Item #:	409	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042367BJ13181	Model:	
Override:	No	Color:	
Item #:	410	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042347GJ13179	Model:	
Override:	No	Color:	
Item #:	411	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-BA
Serial #:	2PLC042397BH13177	Model:	
Override:	No	Color:	
Item #:	412	Year:	2006
Serial Type:	Trailer	Make/Desc:	KALYN
Serial #:	5DDKM362061002319	Model:	
Override:	No	Color:	
Item #:	413	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONYEY-ALL SK-4002
Serial #:	1403106072	Model:	
Override:	No	Color:	
Item #:	414	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK 4002
Serial #:	1403106073	Model:	
Override:	No	Color:	
Item #:	415	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK 4002
Serial #:	1403106074	Model:	
Override:	No	Color:	
Item #:	416	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK 4002
Serial #:	1403106075	Model:	
Override:	No	Color:	
Item #:	417	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-BA
Serial #:	2PLC042377BH13176	Model:	
Override:	No	Color:	
Item #:	418	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	3WKDD40X96F986604	Model:	



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Override:	No	Color:	
Item #:	419	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042367BK13183	Model:	
Override:	No	Color:	
Item #:	420	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X99D773451	Model:	
Override:	No	Color:	
Item #:	421	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH
Serial #:	3BKBL59X6AF943841	Model:	
Override:	No	Color:	
Item #:	422	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00XX7R997523	Model:	
Override:	No	Color:	
Item #:	423	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042346BA12755	Model:	
Override:	No	Color:	
Item #:	424	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X37R996097	Model:	
Override:	No	Color:	
Item #:	425	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	3WKDD40X96F986912	Model:	
Override:	No	Color:	

General Property

The Debtor's right, title and interest in, to and under the following, other than Excluded Property (as defined below), in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Equipment (as defined below);
- (b) all Certificates of Title (as defined below), books and records of the Debtor pertaining to any of the Equipment;
- (c) to the extent not otherwise included, all Proceeds (as defined below) of any and all of the foregoing, in each case, to the extent identifiable;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c) or any other part of the Canadian Security Agreement (as defined below) or any other Loan Document (as defined in the Credit Agreement as defined below), the security interest created by the Canadian Security Agreement shall not extend to, and the term "Collateral," and other terms defining the components of the Collateral in the foregoing clauses (a) through (c) shall not include, and none of the representations, warranties, covenants or any other provisions in the Canadian Security Agreement shall be deemed to apply to, any property constituting Excluded Property.

As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA (as defined in the Credit Agreement):

- (a) Chattel Paper;
- (b) Goods;
- (c) Instrument;



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- (d) Intangible;
- (e) Investment Property;
- (f) Money;
- (g) Proceeds;
- (h) Securities Account; and
- (i) Security Entitlements.

As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (as defined below) (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Commodity Account;
- (c) Commercial Tort Claim;
- (d) Documents;
- (e) Fixtures; and
- (f) Letter-of-Credit Rights.

As used in this Financing Statement, the following terms other than "Debtor" and "Secured Party" shall have the following meanings as set out in the "Canadian Security Agreement" dated January 28, 2019 among inter alios the Debtor and the Secured Party:

"ABL Security Agreement" shall mean, collectively (i) that certain Amended and Restated U.S. Security Agreement, dated as of October 3, 2018 and (ii) that certain Amended and Restated Canadian Security Agreement, dated as of October 3, 2018, in each case, as amended by that certain Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019.

"Account" shall mean each and every "account" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting an "account" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Borrower" shall mean BJ Services, LLC, a Delaware limited liability company.

"Copyright Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright.

"Copyrights" shall mean, with respect to the Debtor, all of the Debtor's right, title and interest in and to all works of authorship and all intellectual property rights therein, all Canadian, United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (a) all registrations and applications in the Canadian Intellectual Property Office or any similar office or agency in Canada, any Province or Territory thereof, or any other country or political subdivision thereof for registration thereof, (b) all extensions, renewals, and restorations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Credit Agreement" shall mean that certain Term Loan Credit and Guaranty Agreement, dated on or about January 28, 2019, among the Debtor, the Secured Party and any other Person (as defined in the Credit Agreement) party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.

"Equipment" shall mean all Goods that constitute "equipment" (as defined in the PPSA), machinery and similar Goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods, of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing, but excluding, in each case, any Inventory.

"Excluded Property" shall mean:

- (a) any Equity Interests (as defined in the Credit Agreement);
- (b) any Deposit Accounts, Commodity Accounts and Securities Accounts (other than Deposit Accounts, Commodity Accounts and Securities Accounts that are created pursuant to Section 2.05(b)(i) or (ii) of the Credit Agreement);
- (c) any Accounts;
- (d) any Inventory;
- (e) any Fixtures;
- (f) any Real Property;
- (g) any Intellectual Property;
- (h) any Intangible and Chattel Paper;
- (i) any Investment Property;
- (i) to the extent not constituting identifiable Proceeds of Collateral, any Instrument;



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(k) any assets that would otherwise be Collateral as to which the Borrower and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien (as defined in the Credit Agreement), pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Parties of the security to be afforded thereby;

(l) any Letter-of-Credit Rights;

(m) any Commercial Tort Claims;

(n) any Security Entitlements;

(o) any Documents other than Certificates of Title and books and records pertaining to any of the Equipment;

(p) to the extent not constituting identifiable proceeds of Collateral, all Cash Equivalents (as defined in the Credit Agreement) other cash and Money;

(q) any Goods (other than to the extent constituting Equipment);

(r) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable Laws (as defined in the Credit Agreement), except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (as defined in the Credit Agreement) (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (r);

(s) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease (as defined in the Credit Agreement) obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein, (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than any Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provisions referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement, shall automatically cease to constitute "Excluded Property" under this clause (i);

(t) any casualty or other insurance proceeds to the extent not related to Collateral;

(u) [reserved]; and

(v) any "Collateral" as defined in or under the ABL Security Agreement, as in effect on the Closing Date (as defined in the Credit Agreement).

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under Canadian, United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, industrial designs, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Patent Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement or other violation of any Patent.

"Patents" shall mean, with respect to the Debtor, all of the Debtor's right, title and interest in and to all patentable inventions and designs, all United States, Canadian, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (a) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (b) all inventions and improvements described and claimed therein, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant Fixtures, all Intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"Trademark Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution, or other violation of any Trademark or permitting co-existence with respect to a Trademark.

"Trademarks" shall mean, with respect to the Debtor, all of such Debtor's right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (a) all registrations and applications for registration thereof, (b) all extensions and renewals thereof, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.



Saskatchewan Personal Property Registry Search Result

"Trade Secrets" shall mean, with respect to the Debtor, all of such Debtor's right, title and interest in and to all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, and with respect to any and all of the foregoing (a) all rights to sue or otherwise recover for any past, present and future misappropriation or other violation thereof, (b) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (c) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Trade Secret Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Trade Secret or otherwise providing for a covenant not to sue for misappropriation or other violation of a Trade Secret.

"UCC" shall mean the "Uniform Commercial Code" as defined in the Credit Agreement.

"Vehicles" shall mean all autos, trucks, trailers, tractors, mobile homes, designated manufactured homes, airplanes or aircraft, boats, outboard motors for boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other motor vehicles and serial number goods, whether or not covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 28-Jan-2019 15:04:11

Registration #: 301862932
Transaction #: 1
Expiry Date: 25-Jan-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152185255-1	Address:	600, 2103 - 11th Avenue
Entity Type:	Business		Regina, Saskatchewan
Name:	Miller Thomson LLP		S4P3Z8
			Canada

Secured Party

Item #:	1	Address:	73 Old Ridgefield Road, Suite 6
Party ID:	153167162-1		Wilton, Connecticut
Entity Type:	Business		06897
Name:	GACP FINANCE CO., LLC, AS AGENT		United States of America

Debtor Party

Item #:	1	Address:	11211 FM 2920 Road
Party ID:	153112277-1		Tomball, Texas
Entity Type:	Business		77375
Name:	BJ SERVICES HOLDINGS CANADA, ULC		United States of America

Serial Property

Item #:	1	Year:	2014
Serial Type:	Trailer	Make/Desc:	PROPELL
Serial #:	2T9SAAVC4ED016432	Model:	
Override:	No	Color:	



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Item #: 2
Serial Type: Trailer
Serial #: 2T9SASVC6CD016936
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109
Model:
Color:

Item #: 3
Serial Type: Trailer
Serial #: 1Z9SD4528C0058386
Override: No

Year: 2012
Make/Desc: OVERBILT N2 PUMP
Model:
Color:

Item #: 4
Serial Type: Trailer
Serial #: 1Z9SD4526C0058418
Override: No

Year: 2012
Make/Desc: OVERBILT
Model:
Color:

Item #: 5
Serial Type: Trailer
Serial #: 2T9SASVC3CD016909
Override: No

Year: 2012
Make/Desc: TYCROP
Model:
Color:

Item #: 6
Serial Type: Trailer
Serial #: 1Z9SD4526C0058385
Override: No

Year: 2012
Make/Desc: OVERBILT
Model:
Color:

Item #: 7
Serial Type: Motor Vehicle
Serial #: 1C9LB3828BK883491
Override: No

Year: 2011
Make/Desc: SUREFIRE
Model:
Color:

Item #: 8
Serial Type: Trailer
Serial #: 2T9SASVC4CD016935
Override: No

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109
Model:
Color:

Item #: 9
Serial Type: Trailer
Serial #: 2T9SASUC4DD016193
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 10
Serial Type: Motor Vehicle
Serial #: 1R9S04527BA494120
Override: No

Year: 2011
Make/Desc: ROLLIGAN
Model:
Color:

Item #: 11
Serial Type: Trailer
Serial #: 2T9SASUC1DD016278
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 12
Serial Type: Trailer

Year: 2012
Make/Desc: TYCROP BHI-FC



Saskatchewan Personal Property Registry Search Result

Serial #: 2T9SASVC1CD016908
Override: No

Model:
Color:

Item #: 13
Serial Type: Trailer
Serial #: 1P9CP4324EB343392
Override: No

Year: 2014
Make/Desc: PRATT DOTF DPHU 100
Model:
Color:

Item #: 14
Serial Type: Trailer
Serial #: 1M91P5222DA211757
Override: No

Year: 2013
Make/Desc: MERTZ
Model:
Color:

Item #: 15
Serial Type: Trailer
Serial #: 1M91P5220CA211755
Override: No

Year: 2012
Make/Desc: SPM 5503081
Model:
Color:

Item #: 16
Serial Type: Trailer
Serial #: 2T9SASUC4DD016226
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 17
Serial Type: Trailer
Serial #: 2N9N2403XCE065389
Override: No

Year: 2012
Make/Desc: STELLAR CHASSIS
Model:
Color:

Item #: 18
Serial Type: Trailer
Serial #: 2T9SASUC0DD016191
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 19
Serial Type: Trailer
Serial #: 2T9SASUC7DD016222
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 20
Serial Type: Trailer
Serial #: 2T9SASUC6DD016227
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 21
Serial Type: Trailer
Serial #: 2T9SASUC6DD016194
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 22
Serial Type: Trailer
Serial #: 2T9SASUC5DD016252
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:



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Item #:	23	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC5DD016302	Model:	
Override:	No	Color:	
Item #:	24	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC7DD016303	Model:	
Override:	No	Color:	
Item #:	25	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC2DD016192	Model:	
Override:	No	Color:	
Item #:	26	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC3DD016265	Model:	
Override:	No	Color:	
Item #:	27	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BHI-FC-003-9109
Serial #:	2T9SASVC5CD016961	Model:	
Override:	No	Color:	
Item #:	28	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXDD016277	Model:	
Override:	No	Color:	
Item #:	29	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC7DD016253	Model:	
Override:	No	Color:	
Item #:	30	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC3DD016251	Model:	
Override:	No	Color:	
Item #:	31	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC. DF44 TRT 1330
Serial #:	1P9CP442XCB343456	Model:	
Override:	No	Color:	
Item #:	32	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC. DF44 TRT 1330
Serial #:	1P9CP4427CB343091	Model:	
Override:	No	Color:	
Item #:	33	Year:	2012



Saskatchewan Personal Property Registry Search Result

Serial Type: Trailer
Serial #: 1Z9SD4520C0058382
Override: No

Item #: 34
Serial Type: Trailer
Serial #: 1X9SD4522C0058383
Override: No

Item #: 35
Serial Type: Trailer
Serial #: 2T9SASVC7CD016962
Override: No

Item #: 36
Serial Type: Trailer
Serial #: 2T9SASUC4CD016029
Override: No

Item #: 37
Serial Type: Trailer
Serial #: 1P9CP4121CB343656
Override: No

Item #: 38
Serial Type: Trailer
Serial #: 2T9SASUC4CD016127
Override: No

Item #: 39
Serial Type: Trailer
Serial #: 2T9NSZ3P6BE165008
Override: No

Item #: 40
Serial Type: Trailer
Serial #: 2T9NSZ3P2BE165006
Override: No

Item #: 41
Serial Type: Trailer
Serial #: 2T9NSZ3P4BE165007
Override: No

Item #: 42
Serial Type: Trailer
Serial #: 2T9NSZ3P8BE165009
Override: No

Item #: 43
Serial Type: Trailer
Serial #: 1Z9SD4524C0058384

Make/Desc: OVERBILT HYDRA RIG
Model:
Color:

Year: 2012
Make/Desc: OVERBILT HRS-10038
Model:
Color:

Year: 2012
Make/Desc: TYCROP BHI-FC-0003-9109
Model:
Color:

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Year: 2012
Make/Desc: RHINO RHINO T
Model:
Color:

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Year: 2011
Make/Desc: HYDRA RIG PUMPER N2
Model:
Color:

Year: 2011
Make/Desc: HYDRA RIG 1M TRAILER
Model:
Color:

Year: 2011
Make/Desc: HYDRA RIG 1M TRAILER
Model:
Color:

Year: 2011
Make/Desc: HYDRA RIG 1M TRAILER
Model:
Color:

Year: 2012
Make/Desc: OVERBILT
Model:



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	44	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4128CB343119	Model:	
Override:	No	Color:	
Item #:	45	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4127CB343676	Model:	
Override:	No	Color:	
Item #:	46	Year:	2013
Serial Type:	Trailer	Make/Desc:	RHINO SUREFIRE
Serial #:	1P9CP4121DB343240	Model:	
Override:	No	Color:	
Item #:	47	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC9CD016088	Model:	
Override:	No	Color:	
Item #:	48	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS
Serial #:	2T9SASRB6CD016890	Model:	
Override:	No	Color:	
Item #:	49	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC1CD016084	Model:	
Override:	No	Color:	
Item #:	50	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO TC 50
Serial #:	1P9CP4124CB343098	Model:	
Override:	No	Color:	
Item #:	51	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO DF41
Serial #:	1P9CP4123CB343710	Model:	
Override:	No	Color:	
Item #:	52	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO TC 50
Serial #:	1P9CP4129CB343713	Model:	
Override:	No	Color:	
Item #:	53	Year:	2013
Serial Type:	Trailer	Make/Desc:	RHINO T / SUREFIRE
Serial #:	1P9CP4124DB343006	Model:	
Override:	No	Color:	



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Item #:	54	Year:	2013
Serial Type:	Trailer	Make/Desc:	RHINO T / SUREFIRE
Serial #:	1P9CP412XDB343012	Model:	
Override:	No	Color:	
Item #:	55	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC8BD016695	Model:	
Override:	No	Color:	
Item #:	56	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASTC5BD016766	Model:	
Override:	No	Color:	
Item #:	57	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC3BD016698	Model:	
Override:	No	Color:	
Item #:	58	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC8BD016745	Model:	
Override:	No	Color:	
Item #:	59	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYCROP BJS10442523
Serial #:	2T9SASRB8CD016888	Model:	
Override:	No	Color:	
Item #:	60	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4CD016032	Model:	
Override:	No	Color:	
Item #:	61	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4DD016176	Model:	
Override:	No	Color:	
Item #:	62	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC5CD016055	Model:	
Override:	No	Color:	
Item #:	63	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC9CD016124	Model:	
Override:	No	Color:	
Item #:	64	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500



Saskatchewan Personal Property Registry Search Result

Serial #: 2T9SASUC5CD016976
Override: No

Model:
Color:

Item #: 65
Serial Type: Trailer
Serial #: 2T9SASUC4CD016967
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 66
Serial Type: Trailer
Serial #: 2T9SASUC6CD016968
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 67
Serial Type: Trailer
Serial #: 2T9SASUC0CD016996
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 68
Serial Type: Trailer
Serial #: 2T9SASUC6CD016002
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 69
Serial Type: Trailer
Serial #: 2T9SASUC4CD016001
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 70
Serial Type: Trailer
Serial #: 2T9SASUC2CD016997
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 71
Serial Type: Trailer
Serial #: 2T9SASUC1CD016991
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 72
Serial Type: Trailer
Serial #: 2T9SASUC2CD016126
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 73
Serial Type: Trailer
Serial #: 2T9SASRB6CD016887
Override: No

Year: 2012
Make/Desc: TYCROP
Model:
Color:

Item #: 74
Serial Type: Trailer
Serial #: 2T9SASUC8DD016178
Override: No

Year: 2013
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:



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Item #:	75	Year:	2013
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC6DD016177	Model:	
Override:	No	Color:	
Item #:	76	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES DF442
Serial #:	1P9CP4426CB343177	Model:	
Override:	No	Color:	
Item #:	77	Year:	2011
Serial Type:	Trailer	Make/Desc:	ROLLSRITE ROLR
Serial #:	1R9S03926BA494100	Model:	
Override:	No	Color:	
Item #:	78	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC6CD016033	Model:	
Override:	No	Color:	
Item #:	79	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016083	Model:	
Override:	No	Color:	
Item #:	80	Year:	2010
Serial Type:	Trailer	Make/Desc:	ATOKA LOWBOY
Serial #:	1A9L74526AA245993	Model:	
Override:	No	Color:	
Item #:	81	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASTC7BD016767	Model:	
Override:	No	Color:	
Item #:	82	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASTC9BD016768	Model:	
Override:	No	Color:	
Item #:	83	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016990	Model:	
Override:	No	Color:	
Item #:	84	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC1CD016974	Model:	
Override:	No	Color:	
Item #:	85	Year:	2012



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	PRAT
Serial #:	1P9CP4021CB343092	Model:	
Override:	No	Color:	
Item #:	86	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC8CD016034	Model:	
Override:	No	Color:	
Item #:	87	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC7CD016056	Model:	
Override:	No	Color:	
Item #:	88	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING FMCC
Serial #:	1W9UC4828BL216009	Model:	
Override:	No	Color:	
Item #:	89	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016973	Model:	
Override:	No	Color:	
Item #:	90	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC4CD016953	Model:	
Override:	No	Color:	
Item #:	91	Year:	2012
Serial Type:	Trailer	Make/Desc:	RHINO RHINO TC 50
Serial #:	1P9CP412XCB343669	Model:	
Override:	No	Color:	
Item #:	92	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTCXBD016696	Model:	
Override:	No	Color:	
Item #:	93	Year:	2010
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L74524AA245992	Model:	
Override:	No	Color:	
Item #:	94	Year:	2010
Serial Type:	Trailer	Make/Desc:	PRATT
Serial #:	1P9CP402XAB343236	Model:	
Override:	No	Color:	
Item #:	95	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC3CD016975	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	96	Year:	2011
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC.
Serial #:	1P9CP4024BB343697	Model:	
Override:	No	Color:	
Item #:	97	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC1CD016960	Model:	
Override:	No	Color:	
Item #:	98	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CRT-1500
Serial #:	2PLC040277BM13077	Model:	
Override:	No	Color:	
Item #:	99	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC8CD016955	Model:	
Override:	No	Color:	
Item #:	100	Year:	2011
Serial Type:	Trailer	Make/Desc:	SUREFIRE
Serial #:	1C9LB3828BK883488	Model:	
Override:	No	Color:	
Item #:	101	Year:	2011
Serial Type:	Trailer	Make/Desc:	SUREFIRE
Serial #:	1C9LB382XBK883492	Model:	
Override:	No	Color:	
Item #:	102	Year:	2011
Serial Type:	Trailer	Make/Desc:	CHOICE
Serial #:	1C9LB3820BK883498	Model:	
Override:	No	Color:	
Item #:	103	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X47R932537	Model:	
Override:	No	Color:	
Item #:	104	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X27R932536	Model:	
Override:	No	Color:	
Item #:	105	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4123BB343706	Model:	
Override:	No	Color:	



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Item #:	106	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTCXBD016746	Model:	
Override:	No	Color:	
Item #:	107	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.5
Serial #:	2T9SASTC3BD016765	Model:	
Override:	No	Color:	
Item #:	108	Year:	2010
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L7452XAA245995	Model:	
Override:	No	Color:	
Item #:	109	Year:	2011
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L74524BA245203	Model:	
Override:	No	Color:	
Item #:	110	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.4
Serial #:	2T9SASTCX9D016479	Model:	
Override:	No	Color:	
Item #:	111	Year:	2012
Serial Type:	Trailer	Make/Desc:	KALYN SIEBERT
Serial #:	1P9CP4327CB343772	Model:	
Override:	No	Color:	
Item #:	112	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUC5CD016959	Model:	
Override:	No	Color:	
Item #:	113	Year:	2012
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASUCXCD016956	Model:	
Override:	No	Color:	
Item #:	114	Year:	2012
Serial Type:	Trailer	Make/Desc:	TYRCROP CHASSIS
Serial #:	2T9SASRBXCD016889	Model:	
Override:	No	Color:	
Item #:	115	Year:	2012
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES DF 40
Serial #:	1P9CP4021CB343447	Model:	
Override:	No	Color:	
Item #:	116	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T



Saskatchewan Personal Property Registry Search Result

Serial #: 1P9CP4126AB343195
Override: No

Model:
Color:

Item #: 117
Serial Type: Trailer
Serial #: 2PLC0413X7BH13156
Override: No

Year: 2007
Make/Desc: PEERLESS SRP-2250.2
Model:
Color:

Item #: 118
Serial Type: Trailer
Serial #: 2T9SASUC1CD016957
Override: No

Year: 2012
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 119
Serial Type: Trailer
Serial #: 2T9SASVCXBD016792
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2250
Model:
Color:

Item #: 120
Serial Type: Trailer
Serial #: 2T9SASVC1BD016793
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2250
Model:
Color:

Item #: 121
Serial Type: Trailer
Serial #: 2PLC040257BM13076
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500
Model:
Color:

Item #: 122
Serial Type: Trailer
Serial #: 2T9SASVCXBD016789
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2250
Model:
Color:

Item #: 123
Serial Type: Trailer
Serial #: 2T9SASVC7BD016779
Override: No

Year: 2011
Make/Desc: STEWART & STEVENSON SRP-2500
Model:
Color:

Item #: 124
Serial Type: Trailer
Serial #: 1P9CP4120BB343154
Override: No

Year: 2011
Make/Desc: RHINO RHINO CT
Model:
Color:

Item #: 125
Serial Type: Trailer
Serial #: 1P9CP4122BB343155
Override: No

Year: 2011
Make/Desc: RHINO RHINO CT
Model:
Color:

Item #: 126
Serial Type: Trailer
Serial #: 1P9CP412XCB343008
Override: No

Year: 2012
Make/Desc: PRATT INDUSTRIES RHINO T
Model:
Color:



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Item #:	127	Year:	2010
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4127AB343187	Model:	
Override:	No	Color:	
Item #:	128	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO RHINO CT
Serial #:	1P9CP4129BB343112	Model:	
Override:	No	Color:	
Item #:	129	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC6BD016787	Model:	
Override:	No	Color:	
Item #:	130	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC8BD016791	Model:	
Override:	No	Color:	
Item #:	131	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC7BD016782	Model:	
Override:	No	Color:	
Item #:	132	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC9BD016783	Model:	
Override:	No	Color:	
Item #:	133	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC6BD016790	Model:	
Override:	No	Color:	
Item #:	134	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC0BD016784	Model:	
Override:	No	Color:	
Item #:	135	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC2BD016785	Model:	
Override:	No	Color:	
Item #:	136	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC5BD016781	Model:	
Override:	No	Color:	
Item #:	137	Year:	2010



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Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4120AB343175	Model:	
Override:	No	Color:	
Item #:	138	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC5AD016491	Model:	
Override:	No	Color:	
Item #:	139	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC6AD016497	Model:	
Override:	No	Color:	
Item #:	140	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC7AD016492	Model:	
Override:	No	Color:	
Item #:	141	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC8AD016498	Model:	
Override:	No	Color:	
Item #:	142	Year:	2009
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.6
Serial #:	2T9SASTC59D016485	Model:	
Override:	No	Color:	
Item #:	143	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC4BD016786	Model:	
Override:	No	Color:	
Item #:	144	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250
Serial #:	2T9SASVC8BD016788	Model:	
Override:	No	Color:	
Item #:	145	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X17R932530	Model:	
Override:	No	Color:	
Item #:	146	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X37R932531	Model:	
Override:	No	Color:	
Item #:	147	Year:	2010
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES, INC. 125E MARK 2
Serial #:	1P9CP4024AB343133	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	148	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.2
Serial #:	2PLC041377BJ13157	Model:	
Override:	No	Color:	
Item #:	149	Year:	2011
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP4120BB343713	Model:	
Override:	No	Color:	
Item #:	150	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS
Serial #:	2PLC040206BA12584	Model:	
Override:	No	Color:	
Item #:	151	Year:	2011
Serial Type:	Trailer	Make/Desc:	CANCADE TRA/REM
Serial #:	2C91356E1B1086271	Model:	
Override:	No	Color:	
Item #:	152	Year:	2011
Serial Type:	Trailer	Make/Desc:	ATOKA LOWBOY
Serial #:	1A9L74526BA245204	Model:	
Override:	No	Color:	
Item #:	153	Year:	2011
Serial Type:	Trailer	Make/Desc:	WORLEY WELDING 4 IN, FIG 1502
Serial #:	1W9UC4825BL216002	Model:	
Override:	No	Color:	
Item #:	154	Year:	2009
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	1P9CP40299B343060	Model:	
Override:	No	Color:	
Item #:	155	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	5DDKM402281003554	Model:	
Override:	No	Color:	
Item #:	156	Year:	2011
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2500
Serial #:	2T9SASVC3BD016780	Model:	
Override:	No	Color:	
Item #:	157	Year:	2009
Serial Type:	Trailer	Make/Desc:	PRATT INDUSTRIES BLN
Serial #:	1P9CP40239B343099	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	158	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X47R932540	Model:	
Override:	No	Color:	
Item #:	159	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X87R932539	Model:	
Override:	No	Color:	
Item #:	160	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X9ED188587	Model:	
Override:	No	Color:	
Item #:	161	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0ED188588	Model:	
Override:	No	Color:	
Item #:	162	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0FD188639	Model:	
Override:	No	Color:	
Item #:	163	Year:	2009
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041299BG14127	Model:	
Override:	No	Color:	
Item #:	164	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG6EPFV7483	Model:	
Override:	No	Color:	
Item #:	165	Year:	2014
Serial Type:	Trailer	Make/Desc:	WILCO
Serial #:	1W9TC3924EM257563	Model:	
Override:	No	Color:	
Item #:	166	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBU4702	Model:	
Override:	No	Color:	
Item #:	167	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	FREIGHTLINER M2
Serial #:	1FVHCYBS2DHFH5637	Model:	
Override:	No	Color:	
Item #:	168	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PTRB 367



Saskatchewan Personal Property Registry Search Result

Serial #: 1XPTD49X4DD166480
Override: No

Model:
Color:

Item #: 169
Serial Type: Motor Vehicle
Serial #: 1NKCL40X77R932533
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES
Model:
Color:

Item #: 170
Serial Type: Trailer
Serial #: 1P9CP40269B343100
Override: No

Year: 2009
Make/Desc: PRAT
Model:
Color:

Item #: 171
Serial Type: Motor Vehicle
Serial #: 1NKCL40X67R932538
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES
Model:
Color:

Item #: 172
Serial Type: Motor Vehicle
Serial #: 1FVHCYCY6EHFP0577
Override: No

Year: 2014
Make/Desc: FREIGHTLINER M2
Model:
Color:

Item #: 173
Serial Type: Trailer
Serial #: 2T9SAOSB07D016116
Override: No

Year: 2008
Make/Desc: TYCROP CRT-1500
Model:
Color:

Item #: 174
Serial Type: Trailer
Serial #: 2T9SASSB17D016117
Override: No

Year: 2008
Make/Desc: TYCROP NRP12000
Model:
Color:

Item #: 175
Serial Type: Trailer
Serial #: 2PLC040207GJ13075
Override: No

Year: 2007
Make/Desc: PEERLESS CRT-1500
Model:
Color:

Item #: 176
Serial Type: Motor Vehicle
Serial #: 5KJRALBG8CPBE2314
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 177
Serial Type: Trailer
Serial #: 1P9CP40268B343595
Override: No

Year: 2008
Make/Desc: PRATT INDUSTRIES, INC. 6F402-BA8CFS555
Model:
Color:

Item #: 178
Serial Type: Motor Vehicle
Serial #: 5KJRALBG8CPBE2304
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:



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Item #:	179	Year:	2007
Serial Type:	Trailer	Make/Desc:	STEWART & STEVENSON SRP-2250.2
Serial #:	2PLC0413X70L13152	Model:	
Override:	No	Color:	
Item #:	180	Year:	2008
Serial Type:	Trailer	Make/Desc:	RHINO RHINO T
Serial #:	5DDKM402881003378	Model:	
Override:	No	Color:	
Item #:	181	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBU4697	Model:	
Override:	No	Color:	
Item #:	182	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBU4701	Model:	
Override:	No	Color:	
Item #:	183	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG6CPBE2303	Model:	
Override:	No	Color:	
Item #:	184	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG0CPBE2300	Model:	
Override:	No	Color:	
Item #:	185	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBU4699	Model:	
Override:	No	Color:	
Item #:	186	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8CPBU4698	Model:	
Override:	No	Color:	
Item #:	187	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NRP12000
Serial #:	2T9NSY3P66E165025	Model:	
Override:	No	Color:	
Item #:	188	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NRP12000
Serial #:	2T9NSY3P86E165026	Model:	
Override:	No	Color:	
Item #:	189	Year:	2007



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Serial Type: Trailer
Serial #: 5DDKM402171003026
Override: No

Item #: 190
Serial Type: Motor Vehicle
Serial #: 5KJJALBG2CPBU4700
Override: No

Item #: 191
Serial Type: Motor Vehicle
Serial #: 1XPTD49X7DD166327
Override: No

Item #: 192
Serial Type: Trailer
Serial #: 5DDKM402971003078
Override: No

Item #: 193
Serial Type: Motor Vehicle
Serial #: 5KJRALBG2CPBE2301
Override: No

Item #: 194
Serial Type: Motor Vehicle
Serial #: 5KJRALBG4CPBE2302
Override: No

Item #: 195
Serial Type: Motor Vehicle
Serial #: 1XPTD49XXDD166161
Override: No

Item #: 196
Serial Type: Motor Vehicle
Serial #: 1XPTD49X2DD166431
Override: No

Item #: 197
Serial Type: Motor Vehicle
Serial #: 1XPTD49X1DD183298
Override: No

Item #: 198
Serial Type: Trailer
Serial #: 2PLC041337BL13145
Override: No

Item #: 199
Serial Type: Motor Vehicle
Serial #: 5KJRALBG8CPBE2299

Make/Desc: RHINO RHINO Q
Model:
Color:

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Year: 2013
Make/Desc: PETERBILT 367
Model:
Color:

Year: 2007
Make/Desc: RHINO RHINO Q
Model:
Color:

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Year: 2013
Make/Desc: PETERBILT 367
Model:
Color:

Year: 2013
Make/Desc: PETERBILT 367
Model:
Color:

Year: 2013
Make/Desc: PETERBILT 367
Model:
Color:

Year: 2007
Make/Desc: STEWART & STEVENSON SRP-2250.3
Model:
Color:

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:



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Override:	No	Color:	
Item #:	200	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X9DD166247	Model:	
Override:	No	Color:	
Item #:	201	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X5DD166150	Model:	
Override:	No	Color:	
Item #:	202	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X7DD166389	Model:	
Override:	No	Color:	
Item #:	203	Year:	2007
Serial Type:	Trailer	Make/Desc:	BLENDER 125-E
Serial #:	5DDKM362671002987	Model:	
Override:	No	Color:	
Item #:	204	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2259	Model:	
Override:	No	Color:	
Item #:	205	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBE2279	Model:	
Override:	No	Color:	
Item #:	206	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K
Serial #:	2T9NSY3P65E165024	Model:	
Override:	No	Color:	
Item #:	207	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG N2 PUMPER
Serial #:	2T9NSY3P85E165025	Model:	
Override:	No	Color:	
Item #:	208	Year:	2005
Serial Type:	Trailer	Make/Desc:	HYDRA RIG 840K SCFH 15K PSI
Serial #:	2T9NSY3PX5E165026	Model:	
Override:	No	Color:	
Item #:	209	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG9CPBE2098	Model:	
Override:	No	Color:	



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Item #:	210	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG3CPBE2100	Model:	
Override:	No	Color:	
Item #:	211	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG7CPBE2097	Model:	
Override:	No	Color:	
Item #:	212	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG5CPBE2096	Model:	
Override:	No	Color:	
Item #:	213	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG0CPBE2099	Model:	
Override:	No	Color:	
Item #:	214	Year:	2012
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL T800
Serial #:	1010126439	Model:	
Override:	No	Color:	
Item #:	215	Year:	2013
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK4400
Serial #:	1010126440	Model:	
Override:	No	Color:	
Item #:	216	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X1DD163312	Model:	
Override:	No	Color:	
Item #:	217	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0DD166430	Model:	
Override:	No	Color:	
Item #:	218	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49XXBD123131	Model:	
Override:	No	Color:	
Item #:	219	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X8BD123130	Model:	
Override:	No	Color:	
Item #:	220	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367



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Serial #:	1XPTD49X6DD166108	Model:	
Override:	No	Color:	
Item #:	221	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X3CD137583	Model:	
Override:	No	Color:	
Item #:	222	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X4CD155140	Model:	
Override:	No	Color:	
Item #:	223	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X07R932535	Model:	
Override:	No	Color:	
Item #:	224	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KKPALBGXBAX2214	Model:	
Override:	Yes	Color:	
Item #:	225	Year:	1993
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR WB1230865
Serial #:	5KKPALBG1BPAX2215	Model:	
Override:	No	Color:	
Item #:	226	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X0CD137766	Model:	
Override:	No	Color:	
Item #:	227	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X1CD137582	Model:	
Override:	No	Color:	
Item #:	228	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBE2270	Model:	
Override:	No	Color:	
Item #:	229	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBE2272	Model:	
Override:	No	Color:	
Item #:	230	Year:	2015
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR SPECIALISTS BOOST
Serial #:	1Z9FF2124FH368031	Model:	
Override:	No	Color:	



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Item #:	231	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8BPAZ6232	Model:	
Override:	No	Color:	
Item #:	232	Year:	2015
Serial Type:	Trailer	Make/Desc:	OILFIELD REPAIR SPECIALISTS BOOST
Serial #:	1Z9FF2122FH368030	Model:	
Override:	No	Color:	
Item #:	233	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X7BD123166	Model:	
Override:	No	Color:	
Item #:	234	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X5BD123151	Model:	
Override:	No	Color:	
Item #:	235	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS SRP-2250.2
Serial #:	2PLC040395BM12117	Model:	
Override:	No	Color:	
Item #:	236	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X3BD117090	Model:	
Override:	No	Color:	
Item #:	237	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-23.5K-35-TR-D-HY
Serial #:	1C9SC532XBM811000	Model:	
Override:	No	Color:	
Item #:	238	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG1CPBE2271	Model:	
Override:	No	Color:	
Item #:	239	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBE2273	Model:	
Override:	No	Color:	
Item #:	240	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN BLENDER
Serial #:	5DDKM362971002675	Model:	
Override:	No	Color:	
Item #:	241	Year:	2011



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Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-23.5K-35-TR-D-HY
Serial #:	1C9SC5329BM810999	Model:	
Override:	No	Color:	
Item #:	242	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBE2269	Model:	
Override:	No	Color:	
Item #:	243	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2260	Model:	
Override:	No	Color:	
Item #:	244	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG1CPBE2268	Model:	
Override:	No	Color:	
Item #:	245	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X4BD116997	Model:	
Override:	No	Color:	
Item #:	246	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X1BD117086	Model:	
Override:	No	Color:	
Item #:	247	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X57R932532	Model:	
Override:	No	Color:	
Item #:	248	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X5BD117009	Model:	
Override:	No	Color:	
Item #:	249	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6CPBE2265	Model:	
Override:	No	Color:	
Item #:	250	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBU4685	Model:	
Override:	No	Color:	
Item #:	251	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBE2263	Model:	



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Override:	No	Color:	
Item #:	252	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337
Serial #:	2NP2HN7X2CM137944	Model:	
Override:	No	Color:	
Item #:	253	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X7CD137442	Model:	
Override:	No	Color:	
Item #:	254	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5BPAY9352	Model:	
Override:	No	Color:	
Item #:	255	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4BPAZ6230	Model:	
Override:	No	Color:	
Item #:	256	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBU4675	Model:	
Override:	No	Color:	
Item #:	257	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBU4682	Model:	
Override:	No	Color:	
Item #:	258	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBU4687	Model:	
Override:	No	Color:	
Item #:	259	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBU4688	Model:	
Override:	No	Color:	
Item #:	260	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBU4689	Model:	
Override:	No	Color:	
Item #:	261	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBU4691	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	262	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBU4692	Model:	
Override:	No	Color:	
Item #:	263	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBU4693	Model:	
Override:	No	Color:	
Item #:	264	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBU4694	Model:	
Override:	No	Color:	
Item #:	265	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBU4695	Model:	
Override:	No	Color:	
Item #:	266	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6BPAZ6231	Model:	
Override:	No	Color:	
Item #:	267	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBE2267	Model:	
Override:	No	Color:	
Item #:	268	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBE2280	Model:	
Override:	No	Color:	
Item #:	269	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBU4674	Model:	
Override:	No	Color:	
Item #:	270	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBU4677	Model:	
Override:	No	Color:	
Item #:	271	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBU4678	Model:	
Override:	No	Color:	
Item #:	272	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900



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Serial #: 5KJJALBG0CPBU4680
Override: No

Model:
Color:

Item #: 273
Serial Type: Motor Vehicle
Serial #: 5KJJALBG6CPBU4683
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 274
Serial Type: Motor Vehicle
Serial #: 5KJJALBG4CPBU4696
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 275
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8CPBU4684
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 276
Serial Type: Motor Vehicle
Serial #: 1XPTD49X3CD137535
Override: No

Year: 2012
Make/Desc: PETERBILT 367
Model:
Color:

Item #: 277
Serial Type: Trailer
Serial #: 1C9SB542XB1109407
Override: No

Year: 2011
Make/Desc: CAMBELT CD24
Model:
Color:

Item #: 278
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8BPAZ5095
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 279
Serial Type: Motor Vehicle
Serial #: 5KJJALBGXBPZ5096
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 280
Serial Type: Motor Vehicle
Serial #: 5KJJALBG1BPAZ5097
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 281
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8CPBE2283
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 282
Serial Type: Motor Vehicle
Serial #: 5KJJALBG7CPBE2288
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	283	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5CPBE2290	Model:	
Override:	No	Color:	
Item #:	284	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8CPBE2297	Model:	
Override:	No	Color:	
Item #:	285	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXCPBE2298	Model:	
Override:	No	Color:	
Item #:	286	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBU4690	Model:	
Override:	No	Color:	
Item #:	287	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2261	Model:	
Override:	No	Color:	
Item #:	288	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2310	Model:	
Override:	No	Color:	
Item #:	289	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBGXCPBE2305	Model:	
Override:	No	Color:	
Item #:	290	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG9CPBE2103	Model:	
Override:	No	Color:	
Item #:	291	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2311	Model:	
Override:	No	Color:	
Item #:	292	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3CPBE2286	Model:	
Override:	No	Color:	
Item #:	293	Year:	2012



Saskatchewan Personal Property Registry Search Result

Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2291	Model:	
Override:	No	Color:	
Item #:	294	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2292	Model:	
Override:	No	Color:	
Item #:	295	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2309	Model:	
Override:	No	Color:	
Item #:	296	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG7CPBE2102	Model:	
Override:	No	Color:	
Item #:	297	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2312	Model:	
Override:	No	Color:	
Item #:	298	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO RHINO Q
Serial #:	5DDKM402371002699	Model:	
Override:	No	Color:	
Item #:	299	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-2A
Serial #:	2PLC042246BM12738	Model:	
Override:	No	Color:	
Item #:	300	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBE2278	Model:	
Override:	No	Color:	
Item #:	301	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2CPBE2277	Model:	
Override:	No	Color:	
Item #:	302	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4CPBE2264	Model:	
Override:	No	Color:	
Item #:	303	Year:	2007
Serial Type:	Trailer	Make/Desc:	RHINO RHINO Q
Serial #:	5DDKM402571002557	Model:	



Saskatchewan Personal Property Registry Search Result

Override:	No	Color:	
Item #:	304	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0CPBE2276	Model:	
Override:	No	Color:	
Item #:	305	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG5CPBE2101	Model:	
Override:	No	Color:	
Item #:	306	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2275	Model:	
Override:	No	Color:	
Item #:	307	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY9356	Model:	
Override:	No	Color:	
Item #:	308	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8CPBE2266	Model:	
Override:	No	Color:	
Item #:	309	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG7CPBE2307	Model:	
Override:	No	Color:	
Item #:	310	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2308	Model:	
Override:	No	Color:	
Item #:	311	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X97R932534	Model:	
Override:	No	Color:	
Item #:	312	Year:	2006
Serial Type:	Trailer	Make/Desc:	HYDRA RIG NS271
Serial #:	2T9NSY3PX6E165027	Model:	
Override:	No	Color:	
Item #:	313	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG0BPAY9355	Model:	
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	314	Year:	2008
Serial Type:	Trailer	Make/Desc:	ATOKA HRS-10001
Serial #:	1A9L7452X8A245540	Model:	
Override:	No	Color:	
Item #:	315	Year:	2007
Serial Type:	Trailer	Make/Desc:	KALYN 4 IN, FIG. 1002
Serial #:	5DDKM402371003061	Model:	
Override:	No	Color:	
Item #:	316	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY7929	Model:	
Override:	No	Color:	
Item #:	317	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXBPAY7936	Model:	
Override:	No	Color:	
Item #:	318	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG6BPAY9344	Model:	
Override:	No	Color:	
Item #:	319	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY9342	Model:	
Override:	No	Color:	
Item #:	320	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4BPAY9343	Model:	
Override:	No	Color:	
Item #:	321	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG8BPAY7935	Model:	
Override:	No	Color:	
Item #:	322	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5BPAY9349	Model:	
Override:	No	Color:	
Item #:	323	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG3BPAY9351	Model:	
Override:	No	Color:	
Item #:	324	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900



Saskatchewan Personal Property Registry Search Result

Serial #: 5KJJALBG6BPAY7934
Override: No

Model:
Color:

Item #: 325
Serial Type: Motor Vehicle
Serial #: 5KJJALBG9BPAY9354
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 326
Serial Type: Motor Vehicle
Serial #: 5KJJALBG0BPAY7931
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 327
Serial Type: Motor Vehicle
Serial #: 5KJJALBG3BPAY9348
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 328
Serial Type: Motor Vehicle
Serial #: 5KJJALBG8BPAY9345
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900SA
Model:
Color:

Item #: 329
Serial Type: Motor Vehicle
Serial #: 5KJJALBG1BPAY9350
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 330
Serial Type: Trailer
Serial #: 2PLC042375BM12112
Override: No

Year: 2005
Make/Desc: PEERLESS CH-42-3A
Model:
Color:

Item #: 331
Serial Type: Motor Vehicle
Serial #: 5KJJALBG5CPBE2306
Override: No

Year: 2012
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 332
Serial Type: Motor Vehicle
Serial #: 5KJRALBG3BPAX2990
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 333
Serial Type: Motor Vehicle
Serial #: 5KJRALBG0BPAX2994
Override: No

Year: 2011
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 334
Serial Type: Motor Vehicle
Serial #: 2NP2HN7X3CM137953
Override: No

Year: 2012
Make/Desc: PETERBILT 337
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Item #:	335	Year:	1997
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-40-8-A
Serial #:	2PLC03527VBJ84920	Model:	
Override:	No	Color:	
Item #:	336	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG7BPAX2989	Model:	
Override:	No	Color:	
Item #:	337	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG9BPAX2993	Model:	
Override:	No	Color:	
Item #:	338	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG5BPAX2991	Model:	
Override:	No	Color:	
Item #:	339	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG1BPAY9347	Model:	
Override:	No	Color:	
Item #:	340	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBGXBPAY9346	Model:	
Override:	No	Color:	
Item #:	341	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X49D773373	Model:	
Override:	No	Color:	
Item #:	342	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDR2BPAW9123	Model:	
Override:	No	Color:	
Item #:	343	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDR4BPAW9124	Model:	
Override:	No	Color:	
Item #:	344	Year:	2008
Serial Type:	Trailer	Make/Desc:	SAND KING SK4000
Serial #:	1B9WS56278T287171	Model:	
Override:	No	Color:	
Item #:	345	Year:	2007



Saskatchewan Personal Property Registry Search Result

Serial Type:	Trailer	Make/Desc:	TYCROP TRA/REM INCOMPLETE
Serial #:	2T9SASUB77D016135	Model:	
Override:	No	Color:	
Item #:	346	Year:	2009
Serial Type:	Trailer	Make/Desc:	THERM DYNAMICS TD1200
Serial #:	1T9JBHE159T499382	Model:	
Override:	No	Color:	
Item #:	347	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG2BPAY7932	Model:	
Override:	No	Color:	
Item #:	348	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X19S773413	Model:	
Override:	Yes	Color:	
Item #:	349	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378
Serial #:	1XPFD49X57D656363	Model:	
Override:	No	Color:	
Item #:	350	Year:	2012
Serial Type:	Trailer	Make/Desc:	POLAR SK-4000
Serial #:	1PMS34331C1039557	Model:	
Override:	No	Color:	
Item #:	351	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-9.4K-90-TR-P-TRI-MW
Serial #:	1C9SC4431BM810996	Model:	
Override:	No	Color:	
Item #:	352	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-9.4K-90-TR-P-TRI-MW
Serial #:	1C9SC443XBM810995	Model:	
Override:	No	Color:	
Item #:	353	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD40X77R932250	Model:	
Override:	No	Color:	
Item #:	354	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG4BPAY7933	Model:	
Override:	No	Color:	
Item #:	355	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367



Saskatchewan Personal Property Registry Search Result

Serial #: 1XPTD49X29D788910
Override: No

Model:
Color:

Item #: 356
Serial Type: Motor Vehicle
Serial #: 5KJJALDR8APAL1281
Override: No

Year: 2010
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 357
Serial Type: Motor Vehicle
Serial #: 5KJJALDRXAPAL1282
Override: No

Year: 2010
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 358
Serial Type: Motor Vehicle
Serial #: 5KJJALDRXAPAL1279
Override: No

Year: 2010
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 359
Serial Type: Motor Vehicle
Serial #: 1NKCL40X97R995861
Override: No

Year: 2007
Make/Desc: KENWORTH C5 SERIES
Model:
Color:

Item #: 360
Serial Type: Motor Vehicle
Serial #: 5KJJALDRX9PAL1276
Override: No

Year: 2009
Make/Desc: WESTERN STAR 4900
Model:
Color:

Item #: 361
Serial Type: Trailer
Serial #: 16VCX1625D4D57770
Override: No

Year: 2013
Make/Desc: BIG TEX TRAILER
Model:
Color:

Item #: 362
Serial Type: Trailer
Serial #: 2511106184
Override: No

Year: 2012
Make/Desc: SAND KING SK4002
Model:
Color:

Item #: 363
Serial Type: Trailer
Serial #: 2511106182
Override: No

Year: 2010
Make/Desc: SAND KING SK4002
Model:
Color:

Item #: 364
Serial Type: Trailer
Serial #: 2511106183
Override: No

Year: 2012
Make/Desc: SAND KING SK4002
Model:
Color:

Item #: 365
Serial Type: Trailer
Serial #: 2511106185
Override: No

Year: 2012
Make/Desc: SAND KING SK4002
Model:
Color:



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Item #:	366	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041236BB12757	Model:	
Override:	No	Color:	
Item #:	367	Year:	2007
Serial Type:	Trailer	Make/Desc:	KENWORTH T800
Serial #:	1NKDL40X57R995991	Model:	
Override:	No	Color:	
Item #:	368	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X87R992966	Model:	
Override:	No	Color:	
Item #:	369	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X77R995860	Model:	
Override:	No	Color:	
Item #:	370	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 337
Serial #:	2NP2HN7X5BM116908	Model:	
Override:	No	Color:	
Item #:	371	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X47R997520	Model:	
Override:	No	Color:	
Item #:	372	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X67R997535	Model:	
Override:	No	Color:	
Item #:	373	Year:	2005
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041225BM12110	Model:	
Override:	No	Color:	
Item #:	374	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BULK
Serial #:	1T9SS5612FR719667	Model:	
Override:	No	Color:	
Item #:	375	Year:	2015
Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BULK
Serial #:	1T9SS5610FR719781	Model:	
Override:	No	Color:	
Item #:	376	Year:	2015



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Serial Type:	Trailer	Make/Desc:	TROXELL-VIKING PORT-A-BULK
Serial #:	1T9SS5610FR719666	Model:	
Override:	No	Color:	
Item #:	377	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49XX8D656346	Model:	
Override:	No	Color:	
Item #:	378	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X68D740048	Model:	
Override:	No	Color:	
Item #:	379	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X77R995910	Model:	
Override:	No	Color:	
Item #:	380	Year:	2006
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS CH-41-2A
Serial #:	2PLC041226BJ12536	Model:	
Override:	No	Color:	
Item #:	381	Year:	2006
Serial Type:	Trailer	Make/Desc:	TYCROP CHASSIS CH-41-2A
Serial #:	2PLC04126BJ12535	Model:	
Override:	No	Color:	
Item #:	382	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLC041246BJ12537	Model:	
Override:	No	Color:	
Item #:	383	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X57R995856	Model:	
Override:	No	Color:	
Item #:	384	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH C5 SERIES
Serial #:	1NKCL40X27R995846	Model:	
Override:	No	Color:	
Item #:	385	Year:	2013
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 348
Serial #:	2NP3LN9X9DM172207	Model:	
Override:	No	Color:	
Item #:	386	Year:	2008
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-41-2A
Serial #:	2PLG04128BC11752	Model:	



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Override:	No	Color:	
Item #:	387	Year:	2008
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49XX8D739890	Model:	
Override:	No	Color:	
Item #:	388	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X27R995894	Model:	
Override:	No	Color:	
Item #:	389	Year:	2015
Serial Type:	Trailer	Make/Desc:	Troxell-Viking Single Compartment
Serial #:	1T9SS5614FR719783	Model:	
Override:	No	Color:	
Item #:	390	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBGXBPBE2092	Model:	
Override:	No	Color:	
Item #:	391	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG1BPBE2093	Model:	
Override:	No	Color:	
Item #:	392	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG1CPBE2094	Model:	
Override:	No	Color:	
Item #:	393	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG3CPBE2095	Model:	
Override:	No	Color:	
Item #:	394	Year:	2015
Serial Type:	Trailer	Make/Desc:	Troxell-Viking
Serial #:	1T9SS561XFR719786	Model:	
Override:	No	Color:	
Item #:	395	Year:	2015
Serial Type:	Trailer	Make/Desc:	Troxell-Viking Single Compartment
Serial #:	1T9SS5612FR719782	Model:	
Override:	No	Color:	
Item #:	396	Year:	2015
Serial Type:	Trailer	Make/Desc:	Troxell-Viking
Serial #:	1T9SS5616FR719784	Model:	
Override:	No	Color:	



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Item #:	397	Year:	2015
Serial Type:	Trailer	Make/Desc:	Troxell-Viking
Serial #:	1T9SS5618FR719785	Model:	
Override:	No	Color:	
Item #:	398	Year:	2012
Serial Type:	Trailer	Make/Desc:	TRAILER & WHEEL 1100 CU. FT.
Serial #:	17YBP1621CB051027	Model:	
Override:	No	Color:	
Item #:	399	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042326BA12754	Model:	
Override:	No	Color:	
Item #:	400	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042326BB12756	Model:	
Override:	No	Color:	
Item #:	401	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SAND KING 4002
Serial #:	2806106123	Model:	
Override:	No	Color:	
Item #:	402	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 378
Serial #:	1XPFD49X27D656367	Model:	
Override:	No	Color:	
Item #:	403	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALDR49PAL1242	Model:	
Override:	No	Color:	
Item #:	404	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK-4002
Serial #:	1403106071	Model:	
Override:	No	Color:	
Item #:	405	Year:	2010
Serial Type:	Trailer	Make/Desc:	CONVEY-ALL SK 4002
Serial #:	1403106070	Model:	
Override:	No	Color:	
Item #:	406	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042307BH13178	Model:	
Override:	No	Color:	
Item #:	407	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A



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Serial #: 2PLC042347BK13182
Override: No

Model:
Color:

Item #: 408
Serial Type: Trailer
Serial #: 2PLC042347BJ13180
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-3A
Model:
Color:

Item #: 409
Serial Type: Trailer
Serial #: 2PLC042367BJ13181
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-3A
Model:
Color:

Item #: 410
Serial Type: Trailer
Serial #: 2PLC042347GJ13179
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-3A
Model:
Color:

Item #: 411
Serial Type: Trailer
Serial #: 2PLC042397BH13177
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-BA
Model:
Color:

Item #: 412
Serial Type: Trailer
Serial #: 5DDKM362061002319
Override: No

Year: 2006
Make/Desc: KALYN
Model:
Color:

Item #: 413
Serial Type: Trailer
Serial #: 1403106072
Override: No

Year: 2010
Make/Desc: CONYEV-ALL SK-4002
Model:
Color:

Item #: 414
Serial Type: Trailer
Serial #: 1403106073
Override: No

Year: 2010
Make/Desc: CONVEY-ALL SK 4002
Model:
Color:

Item #: 415
Serial Type: Trailer
Serial #: 1403106074
Override: No

Year: 2010
Make/Desc: CONVEY-ALL SK 4002
Model:
Color:

Item #: 416
Serial Type: Trailer
Serial #: 1403106075
Override: No

Year: 2010
Make/Desc: CONVEY-ALL SK 4002
Model:
Color:

Item #: 417
Serial Type: Trailer
Serial #: 2PLC042377BH13176
Override: No

Year: 2007
Make/Desc: PEERLESS CH-42-BA
Model:
Color:



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Item #:	418	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	3WKDD40X96F986604	Model:	
Override:	No	Color:	
Item #:	419	Year:	2007
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042367BK13183	Model:	
Override:	No	Color:	
Item #:	420	Year:	2009
Serial Type:	Motor Vehicle	Make/Desc:	PETERBILT 367
Serial #:	1XPTD49X99D773451	Model:	
Override:	No	Color:	
Item #:	421	Year:	2010
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH
Serial #:	3BKBL59X6AF943841	Model:	
Override:	No	Color:	
Item #:	422	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00XX7R997523	Model:	
Override:	No	Color:	
Item #:	423	Year:	2006
Serial Type:	Trailer	Make/Desc:	PEERLESS CH-42-3A
Serial #:	2PLC042346BA12755	Model:	
Override:	No	Color:	
Item #:	424	Year:	2007
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X37R996097	Model:	
Override:	No	Color:	
Item #:	425	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	3WKDD40X96F986912	Model:	
Override:	No	Color:	

General Property

The Debtor's right, title and interest in, to and under the following, other than Excluded Property (as defined below), in each case, as to each type of property described below, whether now owned or hereafter acquired by the Debtor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral"):

- (a) all Equipment (as defined below);
- (b) all Certificates of Title (as defined below), books and records of the Debtor pertaining to any of the Equipment;
- (c) to the extent not otherwise included, all Proceeds (as defined below) of any and all of the foregoing, in each case, to the extent identifiable;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c) or any other part of the Canadian Security Agreement (as defined below) or any other Loan Document (as defined in the Credit Agreement as defined below), the security interest created by the Canadian Security Agreement shall not extend to, and the term "Collateral," and other terms defining the components of the Collateral in the foregoing clauses (a) through (c) shall not include, and none of the representations, warranties, covenants or any other provisions in the Canadian Security Agreement shall be deemed to apply to, any property constituting Excluded Property.



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As used in this Financing Statement, the following terms shall have the meanings specified in the PPSA (as defined in the Credit Agreement):

- (a) Chattel Paper;
- (b) Goods;
- (c) Instrument;
- (d) Intangible;
- (e) Investment Property;
- (f) Money;
- (g) Proceeds;
- (h) Securities Account; and
- (i) Security Entitlements.

As used in this Financing Statement, the following terms shall have the meanings specified in the UCC (as defined below) (and if defined in more than one article of the UCC shall have the meaning specified in Article 9 thereof):

- (a) Certificate of Title;
- (b) Commodity Account;
- (c) Commercial Tort Claim;
- (d) Documents;
- (e) Fixtures; and
- (f) Letter-of-Credit Rights.

As used in this Financing Statement, the following terms other than "Debtor" and "Secured Party" shall have the following meanings as set out in the "Canadian Security Agreement" dated January 28, 2019 among inter alios the Debtor and the Secured Party:

"ABL Security Agreement" shall mean, collectively (i) that certain Amended and Restated U.S. Security Agreement, dated as of October 3, 2018 and (ii) that certain Amended and Restated Canadian Security Agreement, dated as of October 3, 2018, in each case, as amended by that certain Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated as of January 28, 2019.

"Account" shall mean each and every "account" as defined in the PPSA, and also means a right to payment of a monetary obligation whether or not constituting an "account" as defined in the PPSA, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Borrower" shall mean BJ Services, LLC, a Delaware limited liability company.

"Copyright Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright.

"Copyrights" shall mean, with respect to the Debtor, all of the Debtor's right, title and interest in and to all works of authorship and all intellectual property rights therein, all Canadian, United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (a) all registrations and applications in the Canadian Intellectual Property Office or any similar office or agency in Canada, any Province or Territory thereof, or any other country or political subdivision thereof for registration thereof, (b) all extensions, renewals, and restorations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Credit Agreement" shall mean that certain Term Loan Credit and Guaranty Agreement, dated on or about January 28, 2019, among the Debtor, the Secured Party and any other Person (as defined in the Credit Agreement) party thereto (as amended, restated, amended and restated, supplemented, replaced, refinanced, refunded, renewed, restructured, deferred or otherwise modified from time to time).

"Deposit Account" shall mean any demand, time, savings, passbook or like account maintained with a depository institution.

"Equipment" shall mean all Goods that constitute "equipment" (as defined in the PPSA), machinery and similar Goods, including, without limitation, Vehicles, other similar mobile goods, and other serial number goods, of the Debtor, including, in each case, all accessories, superstructures and racks relating to the foregoing, but excluding, in each case, any Inventory.

"Excluded Property" shall mean:

- (a) any Equity Interests (as defined in the Credit Agreement);
- (b) any Deposit Accounts, Commodity Accounts and Securities Accounts (other than Deposit Accounts, Commodity Accounts and Securities Accounts that are created pursuant to Section 2.05(b)(i) or (ii) of the Credit Agreement);
- (c) any Accounts;
- (d) any Inventory;
- (e) any Fixtures;



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- (f) any Real Property;
- (g) any Intellectual Property;
- (h) any Intangible and Chattel Paper;
- (i) any Investment Property;
- (j) to the extent not constituting identifiable Proceeds of Collateral, any Instrument;
- (k) any assets that would otherwise be Collateral as to which the Borrower and the Secured Party shall reasonably agree in writing that the costs (including any adverse tax consequences) of obtaining such Lien (as defined in the Credit Agreement), pledge, or security interest therein or perfection thereof (including any stamp, intangibles or other tax) exceed the benefit to the Secured Parties of the security to be afforded thereby;
- (l) any Letter-of-Credit Rights;
- (m) any Commercial Tort Claims;
- (n) any Security Entitlements;
- (o) any Documents other than Certificates of Title and books and records pertaining to any of the Equipment;
- (p) to the extent not constituting identifiable proceeds of Collateral, all Cash Equivalents (as defined in the Credit Agreement) other cash and Money;
- (q) any Goods (other than to the extent constituting Equipment);
- (r) any assets or other property to the extent that a grant of a security interest thereon is prohibited by applicable Laws (as defined in the Credit Agreement), except to the extent any such prohibition (i) has been waived by the applicable Governmental Authority (as defined in the Credit Agreement) (without any obligation of the Debtor to obtain such waiver) or (ii) would be rendered ineffective pursuant to any applicable Laws, provided, that immediately at such time as the legal provisions referred to above shall no longer be applicable, such assets or other property shall automatically cease to constitute "Excluded Property" under this clause (r);
- (s) any permit, contract, lease, license or other agreement to which the Debtor is a party or any of its rights or interests thereunder or any property subject to a purchase money Lien or Capitalized Lease (as defined in the Credit Agreement) obligation, in each case, not otherwise prohibited by the Credit Agreement, to the extent that a grant of a security interest therein, (i) is void, voidable, illegal, prohibited by or would violate or invalidate such permit, contract, lease, license, agreement, or purchase money or Capitalized Lease arrangement, (ii) creates a right of termination in favor of any other party thereto (other than any Debtor), except to the extent any such term (A) has been waived by the applicable party (without any obligation of the Debtor to obtain such waiver) or (B) would be rendered ineffective pursuant to any applicable Laws, or (iii) requires the consent of a Person other than the Debtor which has not been obtained; provided, that immediately at such time as the contractual or legal provisions referred to above shall no longer be applicable, such permit, contract, lease, license, agreement, purchase money or Capitalized Lease arrangement, shall automatically cease to constitute "Excluded Property" under this clause (i);
- (t) any casualty or other insurance proceeds to the extent not related to Collateral;
- (u) [reserved]; and
- (v) any "Collateral" as defined in or under the ABL Security Agreement, as in effect on the Closing Date (as defined in the Credit Agreement).

"Intellectual Property" shall mean, with respect to the Debtor, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under Canadian, United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Copyright Licenses, Patents, Patent Licenses, industrial designs, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Inventory" shall mean all "inventory" (as defined in the PPSA), including without limitation, (a) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in a Person's business; (b) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service; (c) goods of the descriptions in clauses (a) and (b) that are in transit; and (d) all goods returned to or repossessed by a Person.

"Patent Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement or other violation of any Patent.

"Patents" shall mean, with respect to the Debtor, all of the Debtor's right, title and interest in and to all patentable inventions and designs, all United States, Canadian, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (a) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (b) all inventions and improvements described and claimed therein, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world.

"Real Property" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant Fixtures, all Intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"Trademark Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution, or other violation of any Trademark or permitting co-existence with respect to a Trademark.

"Trademarks" shall mean, with respect to the Debtor, all of such Debtor's right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (a) all registrations and applications for registration thereof, (b) all extensions and



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renewals thereof, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Trade Secrets" shall mean, with respect to the Debtor, all of such Debtor's right, title and interest in and to all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, and with respect to any and all of the foregoing (a) all rights to sue or otherwise recover for any past, present and future misappropriation or other violation thereof, (b) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, Proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (c) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Trade Secret Licenses" shall mean all agreements, licenses and covenants providing for the grant to or from the Debtor of any right in or to any Trade Secret or otherwise providing for a covenant not to sue for misappropriation or other violation of a Trade Secret.

"UCC" shall mean the "Uniform Commercial Code" as defined in the Credit Agreement.

"Vehicles" shall mean all autos, trucks, trailers, tractors, mobile homes, designated manufactured homes, airplanes or aircraft, boats, outboard motors for boats, vessels, forklifts, construction and earth moving equipment, other rolling stock and other motor vehicles and serial number goods, whether or not covered by a Certificate of Title under the law of any state and all tires and other appurtenances to any of the foregoing.

History - Amendment

Amendment Date: 30-May-2019 15:31:18

Registration #: 301862932

Transaction #: 2

Event Type: Amendment

Transaction Reason: Regular

Registrant

Party ID:	152185255-1	Address:	600, 2103 - 11th Avenue
Entity Type:	Business		Regina, Saskatchewan
Name:	Miller Thomson LLP		S4P3Z8
			Canada

Serial Property

Action:	Delete		
Item #:	237	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-23.5K-35-TR-D-HY
Serial #:	1C9SC532XBM811000	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	241	Year:	2011
Serial Type:	Trailer	Make/Desc:	Cryogenic Vessel Alternatives CVA-23.5K-35-TR-D-HY
Serial #:	1C9SC5329BM810999	Model:	
Override:	No	Color:	

History - Amendment

Amendment Date: 18-Nov-2019 15:51:56

Registration #: 301862932

Transaction #: 3

Event Type: Amendment



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Transaction Reason: Regular

Registrant

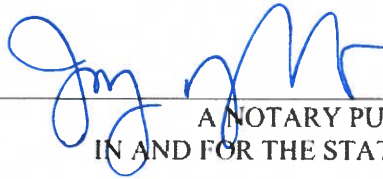
Party ID:	153349750-1	Address:	4500 Bankers Hall East, 855 - 2nd Street SW
Entity Type:	Business		Calgary, Alberta
Name:	Bennett Jones SLP		T2P4K7
			Canada

Serial Property

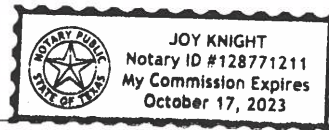
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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG9CPBE2292	Model:	
Override:	No	Color:	
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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG7CPBE2102	Model:	
Override:	No	Color:	
Action:	Delete		
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Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJJALBG5BPAY9349	Model:	
Override:	No	Color:	
Action:	Delete		
Item #:	332	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	WESTERN STAR 4900
Serial #:	5KJRALBG3BPAX2990	Model:	
Override:	No	Color:	
Action:	Delete		
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Serial Type:	Motor Vehicle	Make/Desc:	KENWORTH T8 SERIES
Serial #:	1XKDD00X87R992966	Model:	
Override:	No	Color:	

End of Search Result

THIS IS **EXHIBIT "10"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 2nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

BJ SERVICES, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33627 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN
ORDER AUTHORIZING BJ SERVICES HOLDINGS CANADA, ULC TO
ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 21, 2020, AT 4:00 PM (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN JULY 21, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1(832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE ISGUR IS "JUDGEISGUR". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY".

HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;
 - 2) SELECTING "BANKRUPTCY COURT" FROM THE TOP MENU;
 - 3) SELECTING JUDGES' PROCEDURES AND SCHEDULES;
 - 4) SELECTING "VIEW HOME PAGE" FOR JUDGE ISGUR;
 - 5) UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;"
 - 6) SELECT BJ SERVICES, LLC, ET AL. FROM THE LIST OF ELECTRONIC APPEARANCE LINKS; AND
 - 7) AFTER SELECTING BJ SERVICES, LLC, ET AL. FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE "SUBMIT" BUTTON AT THE BOTTOM OF THE PAGE.
- SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING .

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² respectfully state the following in support of this motion (this "Motion"):³

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"), authorizing BJ Services Holdings Canada, ULC ("BJ Canada") to act as the Foreign Representative on behalf of its estate in the Canadian Proceeding.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in the *Declaration of Warren Zemlak, Chief Executive Officer of BJ Services, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

³ Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion or in the First Day Declaration, as applicable.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105 and 1505 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and rules 1075-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

5. BJ Services, LLC and its Debtor affiliates are leading providers of pressure pumping and oilfield services for the petroleum industry. Headquartered in Tomball, Texas, the Debtors operate through two segments, hydraulic fracturing and cementing. The Debtors primarily serve customers in upstream North American oil and natural gas shale basins in the completion of new wells and in remedial work on existing wells.

6. On July 20, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

Appointment of Foreign Representative

7. BJ Canada is a corporation incorporated in the Province of British Columbia, Canada, and extra-provincially incorporated in the Province of Alberta and the Province of Saskatchewan, Canada. Its Canadian offices and its Canadian operations are located in the Province of Alberta, Canada. BJ Canada, as the proposed Foreign Representative, will seek ancillary relief in Canada shortly on behalf of its estate in a court of proper jurisdiction in Canada (the “Canadian Court”) pursuant to the Companies’ Creditors Arrangement Act (Canada)

R.S.C. 1985, c. C-36 (as amended, the CCAA”). The purpose of the ancillary proceeding (the “Canadian Proceeding”) is to request that the Canadian Court recognize BJ Canada’s chapter 11 case as a “foreign main proceeding” under the applicable provisions of the CCAA to, among other things, protect BJ Canada’s assets—as well as the interests of any putative creditors—in Canada. The Canadian Proceeding will allow potential parties in interest in Canada the opportunity to be heard in a convenient forum and ensures coordination and consistency between these proceedings and the Canadian Proceeding.

8. The CCAA provides that BJ Canada requires authority to act as the “foreign representative”⁴ on behalf of its estate (the “Foreign Representative”) in connection with the Canadian Proceeding in order for the Canadian Proceeding to be commenced. Section 46 of the CCAA provides, in part, as follows:

1. **Application for recognition of a foreign proceeding.** — A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
2. **Documents that must accompany application.** — . . . the application must be accompanied by . . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative’s authority to act in that capacity

CCAA, R.S.C. 1985, c. C-36, s. 46 (Can.).

9. The Debtors seek entry of an order authorizing BJ Canada to act as Foreign Representative so that it can seek recognition as representative in the Canadian Proceeding, which will allow the Canadian Court to recognize its chapter 11 case. If the order is granted, BJ Canada

⁴ A “foreign representative” is defined in section 45(1) of the CCAA to mean “a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding respect of a debtor company, to (a) monitor the debtor company’s business and financial affairs for the purpose of reorganization; or (b) act as a representative in respect of the foreign proceeding.”

will be able to file the order with the Canadian Court as the instrument authorizing BJ Canada to act as the Foreign Representative pursuant to section 46 of the CCAA.

Basis for Relief

10. Section 1505 of the Bankruptcy Code provides that “[a] trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.” 11 U.S.C. § 1505. Section 1107(a) of the Bankruptcy Code provides, in relevant part, that “a debtor in possession shall have all the rights . . . and powers, and shall perform all the functions and duties . . . of a trustee serving in a case under this chapter.” 11 U.S.C. § 1107(a).

11. Section 1107 of the Bankruptcy Code confers upon BJ Canada, as a debtor in possession, sufficient rights, powers, and duties to act as a Foreign Representative of its estate in the Canadian Proceeding. Entry of an order pursuant to section 1505 of the Bankruptcy Code that explicitly authorizes BJ Canada to act as the Foreign Representative of its estate in the Canadian Proceeding will avoid any possible confusion or doubt regarding its authority and complies with the requirements in section 46 of the CCAA. The relief requested in this motion allows for coordination between these chapter 11 cases and the Canadian Proceeding, which provides an effective mechanism to protect and maximize the value of BJ Canada’s assets and estate.

12. The relief requested herein is necessary and appropriate, is in the best interests of BJ Canada’s estate and creditors, and should be granted in all respects.

Emergency Consideration

13. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the

extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the ability of the Debtors’ to maximize the value of their estates, and this emergency Motion is necessary to prevent unnecessary delay in these chapter 11 cases. Furthermore, the Debtors need the Order entered to file the Canadian Proceedings and receive the protection of the CCAA and the Canadian Court, to protect their Canadian assets. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Reservation of Rights

14. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’, or any other party in interest’s, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of

all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

15. The Debtors will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition asset-based revolving credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition term loan facility and counsel thereto; (e) the administrative agent under the Debtors' prepetition real estate loan and counsel thereto; (f) the United States Attorney's Office for the Southern District of Texas; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

16. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors request that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
July 20, 2020

/s/ Paul D. Moak

GRAY REED & McGRAW LLP

Jason S. Brookner (TX Bar No. 24033684)
Paul D. Moak (TX Bar No. 00794316)
Amber M. Carson (TX Bar No. 24075610)
1300 Post Oak Boulevard, Suite 2000
Houston, Texas 77056
Telephone: (713) 986-7127
Facsimile: (713) 986-5966
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pmoak@grayreed.com
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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

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KIRKLAND & ELLIS INTERNATIONAL LLP

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cgreco@kirkland.com

-and-

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Joshua M. Altman (*pro hac vice* pending)
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Facsimile: (312) 862-2200
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josh.altman@kirkland.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on July 20, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul D. Moak

Paul D. Moak

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

BJ SERVICES, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33627 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. ____**

**ORDER AUTHORIZING BJ SERVICES HOLDINGS CANADA, ULC TO
ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing BJ Services Holdings Canada, ULC (“BJ Canada”) to act as foreign representative on behalf of the estate of BJ Canada pursuant to 11 U.S.C. § 1505; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. BJ Canada is hereby authorized to act as the Foreign Representative on behalf of its estate in connection with the Canadian Proceeding. As Foreign Representative, BJ Canada shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of its chapter 11 case in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting its property, and (c) seeking any other appropriate relief from the Canadian Court that BJ Canada deems just and proper in the furtherance of the protection of its estate.

2. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a “foreign main proceeding” and BJ Canada as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an

administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

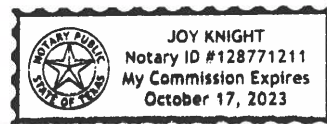
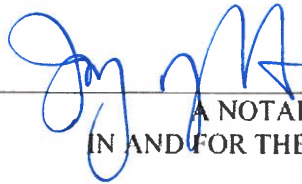
7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas

Dated: _____, 2020

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "11"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



ENTERED
07/21/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

BJ SERVICES, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33627 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 4**

**ORDER AUTHORIZING BJ SERVICES HOLDINGS CANADA, ULC TO
ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing BJ Services Holdings Canada, ULC (“BJ Canada”) to act as foreign representative on behalf of the estate of BJ Canada pursuant to 11 U.S.C. § 1505; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. BJ Canada is hereby authorized to act as the Foreign Representative on behalf of its estate in connection with the Canadian Proceeding. As Foreign Representative, BJ Canada shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of its chapter 11 case in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting its property, and (c) seeking any other appropriate relief from the Canadian Court that BJ Canada deems just and proper in the furtherance of the protection of its estate.

2. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a “foreign main proceeding” and BJ Canada as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an

administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

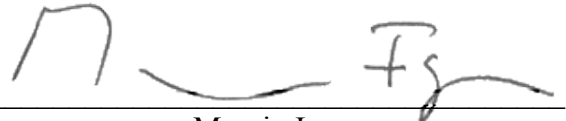
4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

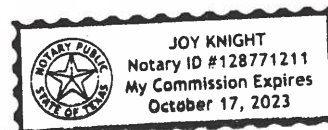
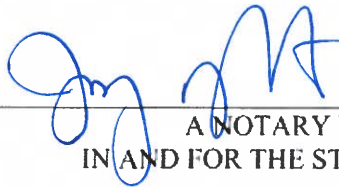
7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 21, 2020



Marvin Isgur
United States Bankruptcy Judge

THIS IS **EXHIBIT "12"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

[OUR COMPANY](#)[OUR SOLUTIONS](#)[CONTACT US](#)[BLOG](#)[CAREERS](#)[OUR SUPPLIERS](#)[HOME](#) › [CONTACT US](#) › [OUR OPERATING BASINS](#) › [CANADIAN BASIN](#)

CANADIAN BASIN

BJ Services operates in six core basins, each with a single basin hub supported by additional outpost service locations. Our goal is to “Own the Basin” by aligning our team's strength and decision-making closer to the wellhead. This enables us to be highly responsive to our clients’ needs and the operating environment.

BJ focuses on [sustainable engineering](#) to solve the industry's toughest challenges. Our re-engineered and updated equipment, paired with our innovative chemistry solutions, provide reliable and efficient operations to our clients.



Basin Solutions

BJ Services understands Canada's unique operating conditions and provides clients with leading chemistry and equipment to combat extreme weather and maximize production.

Our enclosed cementing units were designed specifically for Canadian environments and fully equipped with state-of-the-art automated density control and maximum personnel protection. [IntegraGuard™ EZ](#) spacer system is an all-dry package that is ready to mix and pump. It is specifically designed to prevent low-hydration rates and potential freezing of the spacer during batch mixing.

BJ's [Dry-on-the-Fly \(DOTF\)](#) unit effectively performs on fracturing operations in challenging weather because of its high-shear capability. The polymer quickly hydrates, minimizing residence time and achieving rapid friction reduction. This equipment combined with [ThinFrac™ D](#), our all-dry friction reducer, are ideal for Canada's cold temperatures.

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Case Briefs



IntegraCem™ Lite | Williston

Improved Well Design with a Higher Compressive Strength.



IntegraGuard™ Star Plus 3K | Williston

Combats Severe Lost Circulation Issues.



Basin Contacts

Patrick Kearley, Director – Canadian Basin

Phone: 780-900-8911

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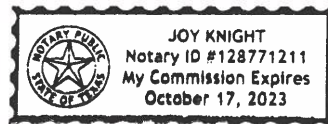
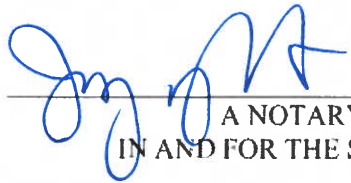
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THIS IS **EXHIBIT "13"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS ____ DAY OF JULY, 2020

A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

THIS IS **EXHIBIT "13"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

Period & View: Jun 2020 YTD

Service Line: Top

Location: BJ - All Locations

	BJ Services, S.a.r.l USD	BJ Canada Topside USD	BJ Services Holdings Canada ULC USD
	Origin - Import; Flow - NoFlow	Origin - Import; Flow - NoFlow	Origin - Import; Flow - NoFlow
BS - Balance Sheet	0	0	0
A - Total Assets		0	4,663,816
CurA - Current Assets		0	52,530,873
Cash - Total cash			18,250,055
CashEquiv - Cash and cash equivalents			18,250,055
1111301 - CIBC - CAD Oper/Disb Account 83-55517			811,099
1111302 - CIBC - CAD Lockbox Account 83-55312			142,421
1111303 - CIBC - CAD Payroll Account 83-31618			13,807
1111309 - CIBC - CAD Investment Account 83-32215			10,980,207
1111321 - CIBC - USD Oper/Disb Account 04-12716			6,179,435
1111323 - CIBC - USD Lockbox Account 04-12015			123,086
AR - Accounts receivable, net			7,905,319
TradeRec - Customer Receivables			7,168,965
1121001 - Customer Receivables			12,050,300
1121021 - Customer Receivables - Manual entries			(4,937,811)
1121101 - Unbilled Customer receivables			56,476
1121301 - Allowance for Customer Credits			0
AFDA - Allowance for doubtful accounts			(5,094)
1121401 - Allowance for Doubtful Debts			(5,094)
OtherRec - Other receivables			741,448
1121501 - Miscellaneous Receivables			578,115
1121601 - Insurance Receivables			
1182101 - VAT/GST Receivable			163,332
ICBAL - Intercompany Balances		0	18,890,896
1129101 - I/C LLC/CA receivable (payable)		0	1,050,821
1129121 - I/C LLC/CA receivable (payable) manual			18,618,181
1129221 - I/C LLC/EMPL receivable (payable) manual			
2190101 - Intercompany Payables		0	(1,353,931)
2190121 - Intercompany Payables - Manual Entries			575,825
ICRecPay - IC Rec/Pay Plug			
Inv - Inventories, net			5,565,246
Materials - Materials			3,024,093
1141101 - Inventory - Materials			2,794,168
1141121 - Inventory - Materials - manual entries			229,925
Parts - Parts			3,713,711
1141201 - Inventory - Parts			3,202,885
1141221 - Inventory - Parts - Manual entries			(6,267)
1141401 - Inventory - Work-In-Process			86,219
1141521 - Capital Spares - manual			0
1141501 - Capital Spares			430,874
InvAllow - Allowance - Materials			(1,172,558)
1147101 - Slow Moving & Obsolescence Reserve			(1,172,558)
Prepays - Prepays			344,661
1161101 - Prepaid Rents			
1162101 - Prepaid Insurance			269,847
1164101 - Prepaid Non-Income Taxes			74,814

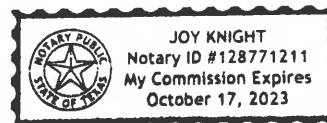
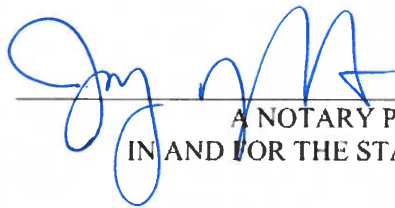
1166101 - Prepaid Interest			
1168101 - Other Prepaids			0
OtherCurA - Other current assets			100,687
CloudCosts_Cur - Cloud computing implementation costs- current			
1181121 - Cloud computing implementation costs- Current			
IronAssets - Iron Assets			
1185221 - Iron Assets			
OtherCurAssets - Other current assets			100,687
1126501 - Employee Advances			360
1126505 - Employee Receivables			27,160
1181101 - Deposits			73,168
1184221 - Other Short Term Assets			
AHFS - Assets Held For Sale			1,474,009
1183101 - Fixed Assets held for sale			1,474,009
LTA - Long Term Assets			(47,867,057)
PPE - Property and equipment, net			37,873,217
Land - Land			6,941,676
1521101 - Land			6,941,676
1521121 - Land - Manual entries			0
B&LHI - Buildings and Leasehold Improvements - Gross			9,228,958
1521201 - Buildings			9,228,958
1521301 - Leasehold improvements			
ME - Machinery, Equipment and Other - Gross			56,620,616
1521501 - Machinery, Equipment and Other			57,932,399
1521521 - Machinery, Equipment and Other - Manual entries			(1,474,009)
1542101 - Capitalized Software			162,227
FF - Furniture & Fixtures - Gross			110,831
1521401 - Furniture & Fixtures			110,831
CIP - Construction in progress			(25,667)
1521901 - Fixed Assets in Progress - Rebuilds			(25,667)
1521921 - Fixed Assets in Process Manual Entries			0
CapFinLease - Capitalized Finance Lease Assets			783,479
1521801 - Right of use asset - Finance leases			783,479
AccumDepr - Accumulated Depreciation			(35,786,676)
1526201 - Buildings - Acc. Depr.			(1,737,894)
1526221 - Buildings - Acc. Depr. - Manual entries			0
1526301 - Leasehold improvements - Acc. Depr.			
1526401 - Furniture & Fixtures - Acc Depr.			(88,302)
1526501 - Machinery, Equipment and Other - Acc. Depr.			(33,317,120)
1526521 - Machinery, Equipment and Other - Acc. Depr. - Manual entries			(125,951)
1526801 - Right of use asset - Finance leases - Acc. Amort.			(426,076)
1542501 - Capitalized Software - Accumulated Amortization			(91,333)
IntanAsset - Intangible assets, net			12,545
TM - Trade names			
1541101 - Patents & Trademarks			
1541102 - Patents & Trademarks - Manual Entries			
Tech - Technology			42,557
1545101 - Other Intangibles			42,557
AccumAmort - Accumulated Amortization			(30,013)
1541501 - Patents & Trademarks - Accumulated Amortization			
1545501 - Other Intangibles - Accumulated Amortization			(30,013)
LTICBAL - Long Term Intercompany Balances			(87,309,584)
1129131 - I/C LT receivable (payable)			(87,309,584)
OtherLTA - Other long-term Assets			1,556,765
ABL - Capitalized ABL Cost			
1568103 - Capitalized ABL Cost			
CloudCosts_NonCur - Cloud computing implementation costs- non-current			
1581121 - Cloud computing implementation costs- non-current			
DTA_NetOpLoss - DTA - Net operating loss and credit carryforwards			22,323,465

1575301 - Non-US Fed Def Income Tax Asset			22,323,465
DTA_VA - DTA - Valuation Allowance			(22,323,465)
1575310 - DTA Valuation Allowance			(22,323,465)
OpLease_LTA - Operating Leases			1,497,365
1531101 - Right of use asset - Operating leases			1,497,365
OtherLTAssets - Other long-term Assets			59,400
1564101 - Long Term Deposits			7,736
1568101 - Other Long Terms assets			51,665
L&E - Total Liabilities and Members' Equity	0	0	4,663,816
L - Total Liabilities			18,959,646
CurLiab - Current Liabilities			17,531,410
AP - Accounts payable			12,520,846
TradePay - Trade Payables			9,609,540
TradeAP_exAccruals - Trade AP - ex Accruals			8,885,071
2121101 - Trade Accounts Payable			8,856,453
2121121 - Trade Accounts Payable - manual entries			103,912
1126101 - Contra Trade AP			(75,294)
TradeAP_Other - TradeAP - Accrued & other			724,469
2121401 - Administrative Broker Fees Receiveable			
2121201 - Accrued Accounts Payable			731,836
2121900 - Accounts Payable Clearing Account			(7,366)
T&EPay - T&E Payables			32,947
2121601 - T&E Out of Pocket Payable			2,198
2121611 - Travel & Entertainment Card - Payable			30,749
GRIRPay - GRIR Payables			2,910,963
2121501 - Goods Received/Invoice Received AP			2,352,748
2121502 - Goods Received/Invoice Received AP - Manual entries			558,215
FinLeaseLiab - Finance Lease liability			(23,555)
2121701 - Lease liability in AP - Finance lease			(23,555)
OpLeaseLiab - Operating lease liability			(9,049)
2121702 - Lease liability in AP - Operating lease			(9,049)
AccExp - Accrued Expenses			4,744,099
AccExp_Emp - Accrued Employee Comp. and Benefits			949,696
2131001 - Accrued Payroll			123,406
2132001 - Payroll tax liabilities (company portion)			12,949
2132002 - Payroll Withholding Taxes Payable (employee portion)			(0)
2133001 - Company portion - 401k			0
2133102 - Employee W/H - 401k			0
2133303 - Company portion - Medical/other employee Ins plans			47,691
2133410 - Workers Compensation/ Job-Related Disability			51,429
2133606 - Withholdings (W/H) - other			18,916
2134001 - Accrued commissions			22,826
2134102 - Accrued job/field bonuses			143,799
2134303 - Accrued incentive bonus plans			210,985
2135001 - Accrued vacation			317,695
2138002 - Payroll Clearing - ADP Wires			0
2138007 - Health Savings Account Payable (Company & employee portion)			
2138009 - Restoration Plan Payable			
AccExp_exEmp&IncTax - Accrued expenses and other liabilities			3,794,403
AccExp_Ins - Accrued Insurance			
2145101 - Ins payable - General Liability			
2145301 - Ins payable - Automobile			
2145801 - Ins payable - Other			
AccExp_Int - Accrued Interest			
2146102 - Interest Payable - ABL			
2146103 - Interest Payable - Term Loan			
2146104 - Interest Payable - Real Estate Loan			
AccExp_PropTax - Accrued property taxes			0
2144101 - Property Tax payable			0

AccExp_SalesTax - Accrued sales and use tax			328,731
2142101 - Accrued Use Tax – Inventory/Goods Movement			
2142301 - Sales Tax payable			
2142321 - Sales and Use Tax Accrual			
2143601 - VAT/GST Tax Payable			439,066
2143610 - GST Payable- Manual Postings			(110,335)
AccExp_OpLeaseLiab - Current maturities of lease obligations- operating			382,587
2178102 - Short term lease obligations - Operating leases			382,587
DefRev - Deferred revenue			3,083,084
2141101 - Deferred revenue			3,083,084
OtherAccExp - Other accrued expenses			(0)
2125101 - Accrued Expenses			0
2138008 - BJ Foundation Payable			
2147101 - Other Short Term Liabilities			(0)
AccExp_IncTax - Accrued Income Taxes			
2151201 - US State Income Tax Payable			
CurDebt&FinLease - Current portion of Debt and finance lease obligations			266,465
STNotePay - Short term note payable			0
2171501 - Short-term loans			0
CurLTDebt - Current maturities of long-term debt			
2171802 - Current Portion of Long Term Debt - Term loan			
2171803 - Current original issue discount - Term Loan			
2171804 - Current Capitalized term loan costs			
2171805 - Current Capitalized Real Estate Loan Cost			
CurFinLease - Current maturities of lease obligations- financing			266,465
2178101 - Short term lease obligations - Finance leases			266,465
LTLiab - Long-term Liabilities			1,428,236
LTDebt&CapLease - LT Debt & Cap Lease Obligations			84,461
LTDebt - Long-term Debt			
2531702 - Capitalized Term Loan Cost			
2531703 - Capitalized Real Estate Loan Cost			
2531712 - Original issue discount - Term loan			
2531801 - LT Debt			
2531802 - LT Debt - Term loan			
2531803 - LT Debt - Real Estate Loan			
CapLease - Capital Lease Obligations			84,461
2538101 - LT lease obligations - Finance leases			84,461
OtherLTLiab - Other Long-term liabilities			1,343,775
DTL - Deferred Tax Liabilities			
2157201 - US State Def Income Tax Liability			
OpLease_LTL - Operating Leases			1,343,775
2538102 - LT lease obligations - Operating leases			1,343,775
OtherLTLiabilities - Other Long-term liabilities			0
2138001 - Deferred Employer Payroll Tax Liability			0
E - Members' Equity	0	0	(14,295,830)
MbrsUnits - Members' Units			0
3511101 - Common Stock at Par			
3111101 - Capital Contribution LLC/S.a.r.l.			0
3111201 - Due to(from) Partners			0
InvestInSub - Intercompany investment in subsidiary (from parent)	0		77,000,000
3111921 - I/C LLC/EMPL investment in sub			
3111931 - I/C LLC/LUX investment in sub	(77,000,000)		
3111941 - I/C LUX/CA investment in sub	77,000,000		77,000,000
3111961 - I/C MGMT/EMPL investment in sub			
AOCI - Accumulated Other Comprehensive Income		3,884	(3,168,176)
3511701 - Currency translation Adjustment		3,884	1,402,723
3511702 - Intercompany Translation Adjustment			(4,570,899)
RE - Retained Earnings		(3,884)	(88,127,655)
3511901 - Retained Earnings		(530,117)	(80,043,772)

CYE - Current Year Earnings		526,234	(8,083,883)

THIS IS **EXHIBIT "14"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING POSTPETITION USE OF CASH
COLLATERAL, (II) GRANTING ADEQUATE PROTECTION,
(III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A
FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 21, 2020, AT 4:00 PM (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN JULY 21, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1(832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE ISGUR IS "JUDGEISGUR". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY".

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;
- 2) SELECTING "BANKRUPTCY COURT" FROM THE TOP MENU;
- 3) SELECTING JUDGES' PROCEDURES AND SCHEDULES;
- 4) SELECTING "VIEW HOME PAGE" FOR JUDGE ISGUR;
- 5) UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;"
- 6) SELECT BJ SERVICES, LLC, ET AL. FROM THE LIST OF ELECTRONIC APPEARANCE LINKS; AND
- 7) AFTER SELECTING BJ SERVICES, LLC, ET AL. FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE "SUBMIT" BUTTON AT THE BOTTOM OF THE PAGE.

SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² respectfully state the following in support of this motion (this "Motion"):³

Preliminary Statement

1. As described in the First Day Declaration, despite the Debtors' best efforts, they were unable to drive consensus amongst their stakeholders around a consensual restructuring. As a result, the Debtors have begun the process of preparing for an orderly liquidation. As of yet, the Debtors and their lender groups have been unable to reach a consensual agreement regarding the key components of a chapter 11 wind down budget. The Debtors intend to use the next seven days to bring their stakeholders together to develop a value-maximizing budget for the wind down that facilitates the going-concern sales of the Debtors operations.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in the *Declaration of Warren Zemplak, Chief Executive Officer of BJ Services, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

³ Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion, in the Interim Order, or in the First Day Declaration, as applicable.

2. To that end, the Debtors are initially seeking the consensual use of the Prepetition ABL Lenders' cash collateral (the "Cash Collateral") for the limited purpose of funding vital expenses over the next seven days, and potentially the remainder of these chapter 11 cases if, at the expiration of the initial seven days, an agreement is reached with the Prepetition ABL Lenders regarding the path forward in these chapter 11 cases.⁴ Such expenses include employee wages as they come due (both prepetition (to the extent approved by the Court) and postpetition amounts), costs required to safely cease their operations on client sites, security to protect their assets (most of which represents collateral of certain of the Debtors' secured lenders), and other vital expenses set forth in the budget attached as Exhibit 1 to the Interim Order (the "Budget").

3. In exchange for the consensual use of Cash Collateral, the Debtors propose to give the Prepetition ABL Lenders a standard adequate protection package to protect against any diminution in value of their collateral during these chapter 11 cases. Given the amount of cash the Debtors seek to use, and the value of the adequate protection liens, the Debtors believe that the use of Cash Collateral as contemplated hereby is not only prudent and reasonable, but absolutely vital to the Debtors' efforts to maximize value of the Debtors' estates during these chapter 11 cases. Without the use of Cash Collateral, the Debtors will have no ability to bring about a value-maximizing resolution and would be forced to convert these cases to chapter 7, resulting in a value-destructive, piecemeal liquidation and likely litigation. Accordingly, approval of the relief requested herein is central to the Debtors' success in these chapter 11 cases and ability to maximize the value of their assets for the benefit of their stakeholders.

⁴ The Debtors reserve their rights to seek to surcharge any appropriate party, including the Equipment Term Lenders, for the costs associated with the first seven days of these chapter 11 cases.

Relief Requested

4. The Debtors seek entry of an interim order, substantially in the form attached hereto (the “Interim Order”), and a final order (the “Final Order”),⁵ among other things:

- a. authorizing the Debtors to use the Cash Collateral of the Prepetition ABL Lenders;
- b. granting adequate protection to the Prepetition ABL Secured Parties and CLMG;
- c. modifying the automatic stay;
- d. scheduling a hearing (the “Subsequent Hearing”) no later than seven (7) days following entry of the Interim Order to consider a further Interim Order or any additional related relief the Debtors may request;
- e. scheduling a final hearing (the “Final Hearing”) no later than twenty-eight (28) days following entry of the Interim Order to consider entry of the Final Order; and
- f. granting related relief.

Jurisdiction and Venue

5. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

6. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The bases for the relief requested herein are sections 105, 361, 362, 363, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”),

⁵ The Debtors will file the form of Final Order prior to the Final Hearing.

Bankruptcy Rules 2002, 4001, 6003, and 9014, and rules 1075-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

8. BJ Services, LLC and its Debtor affiliates are leading providers of pressure pumping and oilfield services for the petroleum industry. Headquartered in Tomball, Texas, the Debtors operate through two segments, hydraulic fracturing and cementing. The Debtors primarily serve customers in upstream North American oil and natural gas shale basins in the completion of new wells and in remedial work on existing wells.

9. On July 20, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

Concise Statement of the Material Terms of the Interim Order Pursuant to Bankruptcy Rule 4001 and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas

10. The following chart contains a summary of the material terms of the Interim Order, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and the *Procedures for Complex Chapter 11 Cases in the Southern District of Texas* (the “Complex Case Procedures”).⁶

⁶ The summaries contained in this motion are qualified in their entirety by the provisions of the Interim Order. To the extent anything in this motion is inconsistent with the Interim Order, the terms of the Interim Order shall control. Capitalized terms used in the following summary chart but not otherwise defined have the meanings ascribed to them in the Interim Order, as applicable.

Summary of Material Terms		Location
Parties with an Interest in Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(i)	The prepetition lenders under the ABL Facility (collectively, the “ <u>Prepetition ABL Lenders</u> ”) and JPMorgan Chase Bank, N.A., as administrative agent (the “ <u>Prepetition ABL Agent</u> ,” together with the Lenders, collectively, the “ <u>Prepetition ABL Secured Parties</u> ”).	¶ 4(a)
Purposes for Use of Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(ii)	To avoid immediate and irreparable harm to the Debtors and their estates, the Debtors request access to Cash Collateral in order to permit, among other things, the orderly sale of their assets, to make payroll, to satisfy other working capital and operational needs, and fund the Chapter 11 Cases, in each such case in accordance with the terms of the Interim Order, including in accordance with the Budget. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition ABL Collateral is necessary to preserve and maintain the value of the Debtors’ estates.	¶ 7
Budget Bankruptcy Rule 4001(b)(1)(B)(ii)	All use of Cash Collateral by the Debtors shall be consistent with the initial 7-day cash flow budget attached hereto as <u>Exhibit 1</u> , as may be amended or replaced pursuant to paragraph 14 of the Interim Order (the “ <u>Budget</u> ”), subject to any Non-Conforming Use (as such term is defined below) permitted hereunder; <u>provided, however</u> , that the actual aggregate operating disbursements of the Debtors, tested every other day commencing two days after entry of the Interim Order on a cumulative basis, shall not exceed the projected amount therefor set forth in the Budget for such applicable time period by more than 10%; any variance not exceeding the maximum amounts, a “ <u>Permitted Variance</u> ”) (provided that nothing herein shall operate as a limitation on the amount of professional fees a Professional Person may seek to be paid by the Debtors pursuant to an order of the Court, nor shall anything herein limit the Prepetition ABL Agent’s rights to oppose any request for payment of professional fees in excess of the Permitted Variance). Any transfer or use of Cash Collateral by the Debtors shall be conditioned upon the Debtors’ compliance with the Budget, including any Permitted Variances or Non-Conforming Uses. The Prepetition ABL Agent may (with the consent of the Required lenders if the proposed amount is equal to or exceeds \$1 million) agree in writing to the use of the Cash Collateral in a manner or amount which does not conform to the manner or amount, as applicable, set forth in the Budget (including, for the avoidance of doubt, any Permitted Variances) (each such approved non-conforming use of Cash Collateral, a “ <u>Non-Conforming Use</u> ”). If such written consent is given (which consent may be given through email by the Prepetition ABL Agent or the Prepetition ABL Agent’s counsel), the Debtors shall be authorized pursuant to the Interim Order to use Cash Collateral for any such Non-Conforming Use without further Court approval, and the Prepetition ABL Secured Parties shall be entitled to all of the protections specified in the Interim Order for any such Non-Conforming Use; <u>provided</u> that each such permitted Non-Conforming Use shall be deemed a modification to the Budget for all testing purposes. For the avoidance of doubt and notwithstanding anything to the contrary in the Interim Order, the Prepetition ABL Agent does not consent to the Debtors’ use of, and the Debtors shall not be permitted to use, Cash Collateral for payment of costs attributable to the GACP Collateral or CLMG Collateral (each as defined below), including costs and expenses of preserving, or disposing of, the GACP Collateral or CLMG Collateral or incurred in connection with any sale of such GACP Collateral or CLMG Collateral..	¶ 8

Summary of Material Terms	Location
Termination Date/Remedies Bankruptcy Rule 4001(b)(1)(B)(iii)	The Debtors' right to use Cash Collateral shall terminate without prior order of this Court or any further action by the Prepetition ABL Secured Parties (i) automatically at 11:59 p.m. (prevailing Eastern Time) on July 27, 2020, if the Debtors and Prepetition ABL Secured Parties have not reached agreement on a replacement Budget or (ii) five (5) business days following the delivery of a Default Notice by the Prepetition ABL Agent, to Kirkland & Ellis LLP of the occurrence of Termination Events (unless cured by the Debtors or waived by the Prepetition ABL Agent, with the consent of the Required Lenders, prior to expiration of the Default Notice Period); <u>provided</u> that, if a hearing to consider any appropriate relief in connection with delivery of the Default Notice or continued use of Cash Collateral (as may be held on an expedited basis) is requested to be heard within such five (5) business day period but is scheduled for a later date by the Court, the Default Notice Period shall be automatically extended to the date of such hearing. ¶ 16
Termination Events, Events of Default Bankruptcy Rules 4001(b)(1)(B)(iii), 4001(c)(1)(B)	The Interim Order contains standard Termination Events, including: (a) a thirty-five (35) day milestone for entry of a Final Order; (b) failure to comply with material terms of the Interim Order; (c) failure to make payments under the Interim Order; (d) the Interim Order ceasing to be in force and effect; (e) a court order reversing, amending, supplementing, staying, vacating or otherwise modifying the Interim Order; (f) court order granting or recognizing any superpriority claim or lien that is <i>pari passu</i> with or senior to the Adequate Protection Superpriority Claims of the Adequate Protection Liens; (g) the Debtors challenging the validity or enforceability of the Prepetition ABL Obligations or Prepetition ABL Liens; (h) the date any of the Debtors file or otherwise support any motion, pleading, or other document that seeks to change or modify the Interim Order or materially negatively affects the Prepetition ABL Secured Parties without the prior written consent of the Prepetition ABL Agent; (i) the Court dismisses or converts the Chapter 11 Cases or appoints a chapter 11 trustee or examiner; (j) the Debtors challenge or support the challenge of any other person's opposition to any motion filed by the Prepetition ABL Agent or Prepetition ABL Lenders regarding the validity, amount, or enforceability of the Prepetition ABL Liens or the Adequate Protection Liens; and (k) the Court entering an order granting relief from the automatic stay (without the consent of the Prepetition ABL Lenders) to the holder or holders of any security interest to permit foreclosure on Prepetition ABL Collateral which have an aggregate value in excess of \$50,000. ¶ 16(a)-16(k)
Adequate Protection Bankruptcy Rule 4001(b)(1)(B)(ii)	The Prepetition ABL Secured Parties are hereby granted the following (collectively, the "<u>ABL Adequate Protection Obligations</u>"), solely to the extent of any ABL Diminution in Value: (a) <i>ABL Adequate Protection Liens</i>. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual ABL Diminution in Value (if any) of the Prepetition ABL Collateral, including Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by the Prepetition ABL Agent of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the Prepetition ABL Credit Agreement) or financing statements or other similar documents, or the possession or control by the Prepetition ABL Agent of any Adequate Protection Collateral, the Prepetition ABL Agent is hereby granted for the ratable benefit of the Prepetition ¶¶ 11-13

Summary of Material Terms	Location
	ABL Lenders of the Prepetition ABL Collateral, as security for the payment of the ABL Adequate Protection Obligations, subject and subordinate only to the Carve Out, the following security interests and liens (all such liens and security interests, the “<u>ABL Adequate Protection Liens</u>,” and all property identified in clauses (i) - (iii) below being collectively referred to as the “<u>ABL Adequate Protection Collateral</u>”): i. <u>First Priority ABL Adequate Protection Liens</u>. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, binding, continuing, enforceable, fully perfected, first priority (subject to subparagraph 10(b) of the Interim Order) senior replacement liens on and security interests in and upon (a) all Prepetition ABL Collateral, and (b) all assets and properties of the Debtors’ estates other than (i) the CLMG Collateral, (ii) the GACP Collateral, and (iii) those assets and properties that are subject to any other (x) valid, perfected, non-avoidable, and enforceable liens in existence on or as of the Petition Date or (y) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, whether now owned or hereafter acquired, including, without limitation, all personal and real property of the Debtors’ estates and all products, proceeds, rents, and profits thereof that, from and after the Petition Date, is not subject to any lien or security interest, if any, including upon entry of the Final Order, the proceeds of any claims and causes of action of the Debtors (but not on the actual claims and causes of action) arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (collectively, the “<u>Avoidance Actions</u>”) (the foregoing liens being collectively referred to as the “<u>First Priority ABL Adequate Protection Liens</u>”). ii. <u>ABL Adequate Protection Liens Junior to Certain Existing Liens</u>. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and security interests in, all tangible and intangible assets, including without limitation, all prepetition and post-petition property of the Debtors’ estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation, the liens of (i) GACP Finance Co., LLC (“<u>GACP</u>”), as administrative agent and collateral agent under the Term Loan Credit and Guaranty Agreement, dated as of January 28, 2019, by and among BJS, GACP, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “<u>GACP Term Loan Agreement</u>”), which encumber the “Collateral” as defined

Summary of Material Terms	Location
	therein (the “<u>GACP Collateral</u>”) and (ii) CLMG Corp. (“<u>CLMG</u>”), as administrative agent and collateral agent under the Credit Agreement, dated as of December 31, 2019, by and among BJS, CLMG, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “<u>CLMG Term Loan Agreement</u>”), which encumber the “<u>Collateral</u>” as defined therein (the “<u>CLMG Collateral</u>”) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of the Prepetition ABL Agent (the foregoing liens being collectively referred to as the “<u>Junior ABL Adequate Protection Liens</u>”). iii. <u>ABL Adequate Protection Liens Senior to Prepetition ABL</u> Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the Prepetition ABL Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired. (b) <u>Status of the ABL Adequate Protection Liens</u>. Subject in all respects to the Carve Out, the Adequate Protection Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(iii) of paragraph 10 of the Interim Order, subordinated to or made <i>pari passu</i> with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise. (c) <u>Enforceability</u>. Subject in all respects to the Carve Out, the ABL Adequate Protection Liens shall not be subject to sections 506(c) (upon entry of the Final Order), 510, 549, 550, or 551 of the Bankruptcy Code. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors’ Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors’ Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a “<u>Successor Case</u>”). (d) <u>Adequate Protection Superpriority Claims</u>. The ABL Adequate Protection Obligations due to the Prepetition ABL Agent shall constitute allowed superpriority administrative expense claims against the Debtors in the amount of any Diminution in Value of the Prepetition ABL Collateral, including Cash Collateral, as provided in section 507(b) of the Bankruptcy Code, with priority in payment

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	over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in these Chapter 11 Cases or any Successor Case (the “<u>ABL Adequate Protection Superpriority Claims</u>”), subject and subordinate only to the Carve Out. <u>ABL Additional Adequate Protection.</u> As additional adequate protection to the Prepetition ABL Agent and the Prepetition ABL Secured Parties: (a) <i>Payment of Prepetition and Postpetition Interest.</i> The Debtors shall pay to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders all accrued and unpaid interest (including, for the avoidance of doubt, interest accruing and becoming due after the Petition Date) at the non-default rates and consistent with the ordinary course interest payment dates set forth in the Prepetition ABL Credit Agreement (the “<u>ABL Adequate Protection Payments</u>”). (b) <i>Payment of Prepetition ABL Agent Fees and Expenses.</i> As additional adequate protection, the Prepetition ABL Agent shall receive from the Debtors, for the benefit of the Prepetition ABL Lenders, current cash payments of all reasonable and documented prepetition and postpetition fees and expenses payable to the Prepetition ABL Secured Parties under the Prepetition ABL Loan Documents, including, but not limited to, the reasonable and documented prepetition and postpetition fees and disbursements of legal counsel, financial advisors, and other consultants (the “<u>ABL Adequate Protection Fees and Expenses</u>”). Payment of all such professional fees and expenses shall not be subject to allowance by the Court but shall be subject to the following process. At the same time such invoices are delivered to the Debtors, the professionals for the Prepetition ABL Secured Parties shall deliver a copy of their respective invoices to counsel for any official committee appointed in these cases pursuant to section 1102 of the Bankruptcy Code (a “<u>Creditors’ Committee</u>”) and the office of the United States Trustee (the “<u>U.S. Trustee</u>”). The payment of such fees, costs, and expenses shall be made within ten (10) business days after the receipt by the Debtors, the U.S. Trustee, and any Creditors’ Committee of invoices therefor. The invoices for such fees and expenses shall not be required to comply with any U.S. Trustee guidelines related to the payment of fees and expenses of retained estate professionals, may be in summary form only, and shall not be subject to application or allowance by the Court. Any objections raised by the Debtors, the U.S. Trustee, or the Creditors’ Committee with respect to such invoices within ten (10) business days of receipt thereof will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such invoice shall be paid by the Debtors within ten (10) business days of receipt therefor. Except as otherwise ordered by the Court in the event an

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	objection is timely filed, such fees and expenses shall not be subject to any setoff, defense, claim, counterclaim, or diminution of any type, kind, or nature whatsoever. (c) <i>Other Covenants.</i> The Debtors shall maintain their cash management system in a manner consistent with this Interim Order, and any order of this Court approving the maintenance of the Debtors' cash management system. The Debtors shall not use, sell, or lease any material assets outside the ordinary course of business, or seek authority to this Court to do any of the foregoing, without prior consultation with the Prepetition ABL Agent at least seven (7) days prior to the date on which the Debtors seek authority of this Court for such use, sale, or lease. The Debtors shall comply with the covenants contained in section 6.07 of the Prepetition ABL Credit Agreement regarding the maintenance and insurance of the Prepetition ABL Collateral and the Adequate Protection Collateral. The CLMG Secured Parties are hereby granted the following (collectively, the "<u>CLMG Adequate Protection Obligations</u>") and together with the ABL Adequate Protection Obligations, the "<u>Adequate Protection Obligations</u>"), solely to the extent of any Diminution in Value; <u>provided</u> that the collateral set forth in paragraph 13 of the Interim Order shall not include assets or property (other than CLMG Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof: (a) <i>CLMG Adequate Protection Claims and Liens.</i> The CLMG Secured Parties are hereby granted the following (collectively, the "<u>CLMG Adequate Protection Obligations</u>") and together with the ABL Adequate Protection Obligations, the "<u>Adequate Protection Obligations</u>"), solely to the extent of any CLMG Diminution in Value; <u>provided</u> that the collateral set forth in this paragraph 13 shall not include assets or property (other than CLMG Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof: i. <u>CLMG Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens.</u> Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and post-petition property of the Debtors' estates, and all

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	products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect to the CLMG Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of CLMG (the foregoing liens being collectively referred to as the “Junior CLMG Adequate Protection Liens”). ii. <u>Adequate Protection Liens Senior to Prepetition CLMG Liens.</u> Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the CLMG Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired. (b) <i>Status of the CLMG Adequate Protection Liens.</i> The CLMG Adequate Protection Liens shall be junior to the ABL Adequate Protection Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(iii) of paragraph 13 of the Interim Order, subordinated to or made <i>pari passu</i> with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise. (c) <i>Enforceability.</i> The CLMG Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The CLMG Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors’ Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors’ Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a “<u>Successor Case</u>”).

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Carve Out Bankruptcy Rule 4001(b)(1)(B)(iii)	The Interim Order provides a “Carve Out” of certain statutory fees and allowed professional fees of the Debtors and any Committee appointed in the chapter 11 cases pursuant to section 1103 of the Bankruptcy Code, and a Post-Carve Out Trigger Notice Cap in an aggregate amount not to exceed the amount equal to \$1 million less the Pre-Carve Out Trigger Professional Fees incurred after the first business day following delivery by the Prepetition ABL Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise	¶ 15
Modification of Automatic Stay Bankruptcy Rule 4001(b)(1)(B)(iii)	Except as provided in paragraph 15 of the Interim Order, the automatic stay under section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the Prepetition ABL Secured Parties may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Prepetition ABL Secured Parties under this Interim Order; (d) authorize the Debtors to pay, and the Prepetition ABL Secured Parties to retain and apply, any payments made in accordance with the terms of this Interim Order; and (e) permit the Prepetition ABL Secured Parties, subject to the terms of this Interim Order, to exercise all rights and remedies provided for under the Interim Order; <u>provided</u> that during the Default Notice Period, unless otherwise ordered by the Court, the automatic stay under section 362 of the Bankruptcy Code shall remain in effect.	¶ 17
Stipulations and Agreements of the Debtors	The Interim Order contains certain stipulations by the Debtors, among other things, to: • the aggregate amount of the claims held by the Prepetition ABL Secured Parties as of the Petition Date; • the validity, perfection, enforceability, and priority of the Prepetition ABL Obligations on the Prepetition ABL Collateral; • not challenge or seek to avoid the validity, enforceability, priority, or perfection of the Prepetition ABL Obligations of the Prepetition ABL Liens; • the continuing, legal, valid, binding, properly perfected, enforceable, non-avoidable first priority liens on and security interests in all of the Prepetition ABL Collateral; and • the Debtors’ cash, wherever located, except Excluded Property, is Prepetition ABL Collateral of the Prepetition ABL Secured Parties. • the validity, perfection, and priority of liens and obligations under the CLMG Term Loan Agreement	¶ 4
Effect of Stipulations on Third Parties	Each of the Debtors’ Stipulations and each of the Debtors’ other admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of the Interim Order, shall be binding upon the Debtors and all other parties in interest, including, without limitation, any	¶ 28

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Bankruptcy Rule 4001(b)(1)(B)(iii); Complex Case Procedures, ¶ 23	statutory or non-statutory committees appointed or formed in these cases (including a Creditors' Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including a Trustee, in all circumstances and for all purposes unless: (a) any party in interest (including any Trustee), with requisite standing, has duly filed an adversary proceeding or contested matter, as required under the Bankruptcy Rules (subject in either case to the limitations contained herein, including without limitation, in paragraph 29 of the Interim Order), challenging the validity, enforceability, priority or extent of the Prepetition ABL Obligations, the liens on the Prepetition ABL Collateral securing the Prepetition ABL Obligations, the Prepetition CLMG Obligations, the CLMG Collateral, or otherwise asserting or prosecuting the Claims and Defenses against the Prepetition ABL Agent, any of the other Prepetition ABL Secured Parties, or the CLMG Secured Parties or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with any matter related to the Prepetition ABL Obligations, the Prepetition ABL Collateral, the Prepetition CLMG Obligations, or the CLMG Collateral (as applicable) by no later than the date that is (i) the earlier of (A) seventy-five (75) days after the date of entry of this Interim Order (or, in the case of any official committee appointed in these Cases, sixty (60) days from the date such committee is appointed (the "<u>Committee Challenge Deadline</u>")) and (B) the effective date of a confirmed chapter 11 plan (such time period, the "<u>Challenge Period</u>"), and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; <u>provided</u> that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition ABL Obligations and Prepetition CLMG Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 case; (y) the Prepetition ABL Agent's liens on the Prepetition ABL Collateral and CLMG's liens on the CLMG Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected and of the priority specified in paragraph 4(d) of the Interim Order, not subject to defense, counterclaim, recharacterization, subordination or avoidance; and (z) the Prepetition ABL Obligations, the Prepetition ABL Agent's liens on the Prepetition ABL Collateral and the other Prepetition ABL Secured Parties, and the Prepetition CLMG Obligations, CLMG's liens on the CLMG Collateral, and the other CLMG Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors) shall not be subject to any other or further challenge by any party in interest, and any such party in interest shall be enjoined from seeking to exercise the rights of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, the stipulations and admissions contained in this Interim Order, including without limitation, in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any person, including any Trustee, except as to any such

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	findings and admissions that were expressly and successfully challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any person, including a Trustee, standing or authority to pursue any cause of action belonging to the Debtors or their estates. In the event that there is a timely successful challenge brought pursuant to paragraph 28 of the Interim Order, the Court shall retain jurisdiction to fashion an appropriate remedy	
506(c) Waiver Complex Case Procedures, ¶ 23	Subject only to and effective upon entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the Prepetition ABL Secured Parties, or any of the Prepetition ABL Obligations, the Carve Out, or the Prepetition ABL Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition ABL Agent, which consent is approved or unopposed by the Required Lenders. Subject to the Carve Out, nothing contained in this Interim Order shall be deemed a consent by the Prepetition ABL Agent to any charge, lien, assessment, or claim against the Prepetition ABL Collateral, or the Adequate Protection Liens, or otherwise, and no action, inaction or acquiescence by the Prepetition ABL Agent shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition ABL Secured Parties, the Prepetition ABL Obligations, or the Prepetition ABL Collateral. Notwithstanding the foregoing and for the avoidance of doubt, the Debtors and the Prepetition ABL Secured Parties reserve all rights to seek to surcharge costs and expenses of administration against GACP, the GACP Collateral, CLMG and the CLMG Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.	¶ 19
Provisions Affecting Consideration of the Equities of the Case under Section 552(b)(1) Bankruptcy Rule 4001(c)(1)(B)(i)	Subject and subordinate to the Carve Out, any and all proceeds remitted to the Prepetition ABL Agent pursuant to the terms of the Interim Order or any subsequent order of this Court shall be irrevocable (subject to paragraphs 21 and 26 of the Interim Order), received free and clear of any claim, charge, assessment or other liability, including, without limitation, but subject to entry of the Final Order, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552(b) of the Bankruptcy Code.	¶ 20

Statement Regarding Significant Provisions

11. The Interim Order contains the following provisions (the “Significant Provisions”)⁷ identified in paragraph 23 of the Complex Case Procedures:

⁷ Significant Provisions refer to those provisions that relate to the following: (a) sale or plan confirmation milestones; (b) cross-collateralization; (c) roll ups (including (i) provisions deeming prepetition debt to be postpetition debt, and (ii) provisions requiring the proceeds of postpetition loans to be used to repay prepetition debt); (d) liens on avoidance actions or proceeds of avoidance actions; (e) default provisions and remedies

- a. **Adequate Protection.** The Interim Order provides for adequate protection liens and superpriority claims against the Debtors, but limited to the extent of diminution in value of any collateral owned by the Debtors. *See* Interim Order ¶¶ 9-10
- b. **Validity, Perfection, and Amount of Prepetition Liens.** The Debtors acknowledge, admit, agree, and stipulate to various matters, including the validity, perfection, and priority of the Prepetition Liens. *See* Interim Order ¶ 4(d). The stipulations set forth in paragraph 4(d) of the Interim Order are binding on the Debtors and any successors thereto. *See* Interim Order ¶ 29. No later than the date that is (i) the earlier of (A) seventy-five (75) days after the date of entry of this Interim Order (or, in the case of any official committee appointed in these Cases, sixty (60) days from the date such committee is appointed (the “Committee Challenge Deadline”)) and (B) the effective date of a confirmed chapter 11 plan (such time period, the “Challenge Period”), and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; provided that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. *See id.*
- c. **Liens on Avoidance Actions.** Subject solely to entry of the Final Order, the Adequate Protection Liens shall attach to any proceeds or property recovered (but not on the actual claims and causes of action) in respect of any Avoidance Action. *See Interim Order* ¶¶ 11, 13.
- d. **Default Provisions and Remedies.** The Interim Order contains standard Termination Events, including: (a) a thirty-five (35) day milestone for entry of a Final Order; (b) failure to comply with material terms of the Interim Order; (c) failure to make payments under the Interim Order; (d) the Interim Order ceasing to be in force and effect; (e) a court order reversing, amending, supplementing, staying, vacating or otherwise modifying the Interim Order; (f) court order granting or recognizing any superpriority claim or lien that is *pari passu* with or senior to the Adequate Protection Superpriority Claims of the Adequate Protection Liens; (g) the Debtors challenging the validity or enforceability of the Prepetition ABL Obligations or Prepetition ABL Liens; (h) the date any of the debtors file or otherwise support any motion, pleading, or other document that seeks to change modify Interim order or materially negatively affects the Prepetition ABL Secured Parties without the prior written consent of the Prepetition

(including (i) provisions terminating the automatic stay without further order, (ii) provisions waiving rights to challenge lenders’ ability to exercise post-default remedies, and (iii) provisions limiting required proof or altering the burden of proof at post-default hearings); (f) release of claim against lender or others; (g) limitations on the use of cash collateral other than general “carve-outs” to pay approved fees and expenses of advisors to official committees or future trustees; or (h) priming liens.

ABL Agent; (i) the court dismisses or converts the Chapter 11 Cases; (j) the Debtors challenge or support the challenge of any other person's opposition to any motion filed by the Prepetition ABL Agent or Prepetition ABL Lenders regarding the validity, amount, or enforceability of the Prepetition ABL Liens or the Adequate Protection Liens; and (k) the Court shall have entered an order granting relief from the automatic stay (without the consent of the Prepetition ABL Lenders) to the holder or holders of any security interest to permit foreclosure. *See Interim Order* ¶ 16.

- e. ***Releases of Claims Against Lender or Others.*** The Debtors forever and irrevocably: (a) release, discharge, and acquit the Prepetition ABL Secured Parties and their affiliates and each of their and their affiliates' respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, and predecessors in interest (each, a "Prepetition Releasee") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type arising prior to the Petition Date, including, without limitation, any claims arising from any actions relating to any aspect of the relationship between the Prepetition ABL Secured Parties and the Debtors and their affiliates including any equitable subordination claims or defenses, with respect to or relating to the Prepetition ABL Obligations, the Prepetition ABL Liens, the Prepetition ABL Loan Documents, the Debtors' attempts to restructure the Prepetition ABL Obligations, any and all claims and causes of action arising under title 11 of the United States Code, and any and all claims regarding the validity, priority, perfection or avoidability of the liens or secured claims of the Prepetition ABL Secured Parties, in respect of events that occurred on or prior to the date hereof; and (b) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and non-avoidability of the Prepetition ABL Obligations and the Prepetition ABL Liens. Nothing in this Interim Order shall release any claims against a Prepetition Releasee that a court of competent jurisdiction determines, pursuant to a final, non-appealable order, results primarily from the actual fraud, gross negligence, or willful misconduct of such Prepetition Releasee. *See Interim Order* ¶ 30.
- f. ***Limitations on the Use of Cash Collateral Other than General "Carve-Outs" to Pay Approved Fees and Expenses of Advisors to Official Committees or Future Trustees.*** The Interim Order contains a provision limiting the use of Cash Collateral. However, it also contains a provision excepting any Creditors' Committee investigation of claims and liens of the Prepetition ABL Secured Parties. *See Interim Order* ¶ 29.
- g. ***Priming Liens.*** The Interim Order grants a fully-perfected, non-voidable priming lien on all tangible and intangible assets comprising the Prepetition ABL Collateral and a fully-perfected, non-voidable priming lien on all

tangible and intangible assets comprising the CLMG Collateral. See *Interim Order* ¶¶ 11(a)(iii), 13(a)(ii).

12. Pursuant to Complex Case Procedure paragraph 24, which is made applicable by Bankruptcy Local Rule 1075-1, the Debtors respectfully submit that the foregoing Significant Provisions are appropriate as necessary components of the consensual agreement with the Prepetition ABL Lenders regarding the use of Cash Collateral, including the adequate protection of the Prepetition ABL Lenders' interests in their collateral, including the Cash Collateral. As set forth herein, granting the relief requested pursuant to the Interim Order is critical to the continued safe and orderly wind-down of the Debtors' businesses and will maximize the value of the Debtors' estates for all parties in interest.

13. In light of the foregoing, the Debtors submit that the Significant Provisions are appropriate under the facts and circumstances of these chapter 11 cases. Accordingly, the Significant Provisions in the Interim Order should be approved.

Background Relevant to this Motion

II. The Debtors' Prepetition Capital Structure.

14. As of the Petition Date, the Debtors had approximately \$355.8 million in total funded debt obligations. The relative priorities of each debt obligation are as follows:

Debt	Approx. Principal Amount Outstanding
ABL Facility Credit Agreement	\$101.6 million
Equipment Term Loan Credit Agreement	\$190.0 million
Real Estate Term Loan Credit Agreement	\$65.2 million
Total Funded Debt Obligations	\$355.8 million

A. Prepetition ABL Facility.

15. On May 30, 2017, the Debtors entered into that certain Revolving Credit and Guaranty Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the “Prepetition ABL Credit Agreement”), by and among BJ Services, as borrower; BJ Management Services, L.P., BJ Services Management Holding Corporation, and BJ Services Holdings Canada ULC, as guarantors; the lenders party thereto (the “Prepetition ABL Lenders”); and the Prepetition ABL Agent. The Prepetition ABL Credit Agreement provides for a \$350 million asset-based lending facility with a maturity date of May 30, 2022. The Prepetition ABL Facility accrues interest at a rate per annum equal to: (a) the base rate plus an applicable margin of 0.25%, 0.50%, or 0.75% based on the quarterly average excess availability under the Prepetition ABL Facility; or (b) LIBOR plus an applicable margin of 1.25%, 1.50%, or 1.75% based on quarterly average the excess availability under the Prepetition ABL Facility. The Prepetition ABL Facility is secured on a first-priority basis by substantially all of the Debtors’ assets other than equipment, real property, intellectual property, equity interests, and other customary exceptions.

16. The borrowing base under the Prepetition ABL Facility is subject to redeterminations from time to time. As of the Petition Date, approximately \$101.6 million is outstanding under the Prepetition ABL Facility.

B. Equipment Term Loan.

17. On January 28, 2019, the Debtors entered into that certain Term Loan Credit and Guaranty Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the “Equipment Term Loan Credit Agreement”), by and among BJ Services, as borrower; BJ Management Services, L.P., BJ Services Management Holding Corporation, and BJ Services Holdings Canada ULC, as guarantors; the

lenders party thereto (the “Equipment Term Loan Lenders”); and GACP Finance Co., LLC, as administrative agent. The Equipment Term Loan Credit Agreement provides for a \$200 million term loan with a maturity date of January 3, 2023 (the “Equipment Term Loan”). The obligations under the Equipment Term Loan are secured by all equipment, any certificates of title, books and records pertaining to any equipment, and proceeds of any of the foregoing (the “M&E”). As of the Petition Date, there is approximately \$190 million aggregate principal outstanding under the Equipment Term Loan.⁸

C. Real Estate Term Loan.

18. On December 31, 2019, BJ Services, LLC entered into that certain Credit Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the “Real Estate Term Loan Credit Agreement”), by and among BJ Services, as borrower; the lenders party thereto (the “Real Estate Term Loan Lenders”); and CLMG Corp. as administrative agent. The Real Estate Term Loan Credit Agreement provides for a \$65.2 million dollar term loan with a maturity date of February 28, 2028 (the “Real Estate Term Loan”). The Real Estate Term Loan is secured by seven certain parcels of real property and any other rights, title, and interest related to such properties. As of the Petition Date, there is approximately \$65.2 million aggregate principal outstanding under the Real Estate Term Loan.⁹

III. The Debtors’ Immediate Need for Cash Collateral.

19. As set forth in the *Declaration of Anthony C. Schnur, Chief Restructuring Officer of BJ Services, LLC, in Support of the Debtors’ Cash Collateral Motion* (the “Schnur

⁸ Calculated as of June 30, 2020.

⁹ Calculated as of May 31, 2020.

Declaration”), and as described herein, the Debtors require immediate access to Cash Collateral. More specifically, the Debtors, in consultation with their proposed restructuring advisor, Ankura Consulting Group, LLC (“Ankura”), reviewed and analyzed the Debtors’ projected cash needs for the “bare bones” operations necessary to preserve the value of the Debtors’ assets and prepared a Budget (which may be updated from time to time in accordance with the terms of the Interim Order) outlining the Debtors’ postpetition cash needs.¹⁰ The Debtors believe that the Budget, which contains line items for cash flows anticipated to be disbursed, is an accurate reflection of their operating requirements over the identified period and the anticipated administrative expenses of the chapter 11 cases. The Debtors believe that the Budget is reasonable and appropriate under the circumstances and includes all reasonable, necessary, and foreseeable expenses to be incurred during the period set forth in the Budget. Based on this forecast, the Debtors determined that they would require access to Cash Collateral to provide sufficient liquidity to administer the Debtors’ estates during these chapter 11 cases.

20. As reflected in the Budget, as of the Petition Date, the Debtors have approximately \$56.1 million in cash on hand, and the Debtors believe that substantially all of their cash is encumbered. *See Schnur Decl.* ¶ 9. The amount of unencumbered cash, if any, is insufficient to support the wind-down of the Debtors’ business operations. *See Id.* Among other things, the Debtors need such liquidity to satisfy payroll, pay suppliers, vendors, and utility providers, honor obligations to their customers, and make any other payments that are essential or appropriate for the winding-down and preservation of the Debtors’ businesses and assets. In addition, the Debtors require access to Cash Collateral to fund the costs of these chapter 11 cases, as well as their ordinary course working capital needs and capital expenditures. The Debtors’ ability to continue

¹⁰ A copy of the Budget is attached hereto as Exhibit 1 to the Interim Order.

making vital payments during the next seven days and these chapter 11 cases is essential to the Debtors' continued operation and the preservation of their assets during the pendency of these cases. *See Id.*

21. Using Cash Collateral to fund the continued operation of the Debtors' businesses during the interim period will facilitate the preservation of the Prepetition ABL Collateral while maximizing the value of the Debtors' enterprise to the benefit of all stakeholders. *See Schnur Decl.* ¶ 10. Following arm's-length negotiations, the Debtors and the Prepetition ABL Secured Parties have agreed upon the terms and conditions of the Debtors' use of Cash Collateral during the first seven days of these chapter 11 cases. Any use of Cash Collateral beyond the initial seven days of these chapter 11 cases, including the terms of adequate protection described in detail above, is subject to further negotiation and agreement by the Prepetition ABL Secured Parties.

22. Absent entry of the Orders, the Debtors would be unable to generate revenue and operate their businesses during the course of the wind-down. *See Id.* Indeed, without access to the Cash Collateral prior to entry of the Final Order, the Debtors would likely have to suspend or terminate operations, thus leading to conversion of these cases to cases under chapter 7 of the Bankruptcy Code. *See Schnur Decl.* ¶ 13. This would likely lead to lower recoveries for the Debtors' stakeholders, including their secured lenders. *See Schnur Decl.* ¶ 8.

23. In sum, without the immediate relief requested by this motion, the Debtors face a material risk of substantial, irreparable, and ongoing harm. Access to Cash Collateral will ensure the Debtors have sufficient funds to preserve and maximize the value of their estates, and responsibly administer these chapter 11 cases throughout the period that the Debtors expect will be necessary to implement and effectuate a wind-down of business operations.

Basis for Relief

I. The Debtors Should Be Authorized to Use the Cash Collateral.

24. The Debtors' use of property of their estates, including the Cash Collateral, is governed by section 363 of the Bankruptcy Code,¹¹ which provides in relevant part that:

If the business of the debtor is authorized to be operated under section . . . 1108 . . . of this title and unless the court orders otherwise, the [debtor] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1).

25. Section 363(c)(2)(A) permits a debtor in possession to use cash collateral with the consent of the secured party. Here, the Prepetition ABL Secured Parties consent to the Debtors' use of the Cash Collateral for the first seven days of these chapter 11 cases, subject to the terms and limitations set forth in the Interim Order. Therefore, the Debtors respectfully submit that they have satisfied the standards of section 363(c)(2) of the Bankruptcy Code with respect to the short-term relief requested by this Motion..

26. As described above and in the Schnur Declaration, access to Cash Collateral on an interim basis is essential to the Debtors' smooth entry into the chapter 11 cases and preservation of estate value. The Debtors believe use of Cash Collateral on the terms and conditions set forth

¹¹ Section 363(a) of the Bankruptcy Code defines "cash collateral" as follows:

[C]ash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

11 U.S.C. § 363(a).

in the Interim Order is in the best interests of the Debtors' estates and all of their stakeholders, including the Prepetition ABL Secured Parties, and that the Interim Order should be approved.

II. The Debtors' Proposed Grant of Adequate Protection to Use Cash Collateral Is Appropriate.

27. Section 363(e) provides for adequate protection of interests in property when a debtor uses cash collateral. Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (en banc). Although section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case by case basis. *See, e.g., In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Satcon Tech. Corp.*, No. 12-12869 (KG), 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012); *In re Columbia Gas Sys., Inc.*, Nos. 91-803, 91-804, 1992 WL 79323, at *2 (Bankr. D. Del. Feb. 18, 1992); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing 2 Collier on Bankruptcy ¶ 361.01[1] at 361–66 (15th ed. 1993) (explaining that adequate protection can take many forms and “must be determined based upon equitable considerations arising from the particular facts of each proceeding”)); *In re Beker Indus. Corp.*, 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986) (the application of adequate protection “is left to the vagaries of each case, but its focus is protection of the secured creditor from diminution in the value of its collateral during the reorganization process” (citation omitted)). Courts generally have found that using cash collateral to preserve the value of the secured creditors' collateral is a form of adequate protection in itself. *See, e.g., In re Salem Plaza Assocs.*, 135 B.R. 753, 758 (Bankr. S.D.N.Y. 1992) (holding that debtor's use of cash collateral from shopping center to pay operating expenses, thereby

“preserv[ing] the base that generates the income stream,” provided adequate protection to the secured creditor).

28. As noted above, the Prepetition ABL Secured Parties have consented to the Debtors’ use of Cash Collateral for the first seven days of these chapter 11 cases subject to the terms and conditions set forth in the Interim Order. The Debtors have in turn agreed to provide the Prepetition ABL Secured Parties with certain forms of adequate protection to protect against the postpetition diminution in value of the Prepetition ABL Collateral, including Cash Collateral, resulting from the use, sale, or lease of the Prepetition ABL Collateral by the Debtors and the imposition of the automatic stay. More specifically, the proposed adequate protection package includes replacement liens and superpriority claims under section 507(b) of the Bankruptcy Code, interest payments, the payment of the Prepetition ABL Agent’s professional fees and expenses, and various reporting requirements, among other things, all of which the Debtors submit are standard and customary for a case of this size and nature.

29. In addition, the Debtors have agreed to provide CLMG with adequate protection to protect against the postpetition diminution in value of the CLMG Collateral, resulting from the use, sale, or lease of the CLMG Collateral by the Debtors and the imposition of the automatic stay. More specifically, the adequate protection package includes adequate protection liens junior to certain existing liens and junior to the ABL Adequate Protection Liens. In addition, the Debtors have agreed to provide adequate protections liens to CLMG that are senior to the Prepetition CLMG Liens.

30. The Debtors submit that these proposed Adequate Protection Obligations, as well as any other protections the Prepetition ABL Secured Parties may require in connection with an agreement that permits the Debtors to continue the consensual use of cash collateral beyond the

first seven days of these chapter 11 cases, are appropriate under the circumstances. Moreover, courts in this district have approved similar adequate protection packages in other recent chapter 11 cases. *See, e.g., In re McDermott International, Inc.*, No. 20-30336 (DRJ) (Bankr. S.D. Tex. Jan. 23, 2020) (approving adequate protection in the form of, among other things, replacement liens on prepetition collateral, superpriority administrative claims pursuant to section 507(b), and fees and expenses); *In re Sheridan Holding Company II, LLC*, No. 19-35198 (MI) (Bankr. S.D. Tex. Sept. 16, 2019) (same); *In re Jones Energy, Inc.*, No. 19-32112 (DRJ) (Bankr. S.D. Tex. May 6, 2019) (same); *In re Vanguard Natural Resources*, No. 19-31786 (DRJ) (Bankr. S.D. Tex. Apr. 3, 2019) (same); *In re Westmoreland Coal Company*, No. 18-35672 (DRJ) (Bankr. S.D. Tex. Oct. 10, 2018) (same).¹²

31. The Debtors' provision of adequate protection is necessary to protect against diminution in value, as required by sections 363(c)(2) and 363(e) of the Bankruptcy Code. The Debtors' provision of the Adequate Protection Obligations is also fair and appropriate under the circumstances of the chapter 11 cases to ensure the Debtors are able to continue using the Cash Collateral, subject to the terms and limitations set forth in the Interim Order, for the benefit of all parties in interest and their estates.

III. The Scope of the Carve Out Is Appropriate.

32. The proposed adequate protection is subject to the Carve Out as provided in the Interim Order. Without the Carve Out, the Debtors and other parties in interest may be deprived of certain rights and powers because the services for which professionals may be paid in these chapter 11 cases would be restricted. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr.

¹² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

S.D.N.Y. 1990) (observing that courts insist on carve outs for professionals representing parties in interest because “[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced”). The Carve Out does not directly or indirectly deprive the Debtors’ estates or other parties in interest of possible rights and powers. Additionally, the Carve Out protects against administrative insolvency during the course of these chapter 11 cases by ensuring that assets remain for the payment of the Clerk of the Court or U.S. Trustee fees and professional fees of the Debtors and a statutory committee.

IV. The Automatic Stay Should Be Modified on a Limited Basis.

33. The proposed Interim Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified and vacated to the extent necessary to (a) implement the terms and conditions of the Interim Order and the transactions contemplated thereby and (b) authorize the Prepetition ABL Agent or the other Prepetition ABL Secured Parties to retain and apply any applicable payments under the Interim Order; *provided* that during the Default Notice Period, unless otherwise ordered by the Court, the automatic stay remains in effect, and the Debtors shall be entitled to continue to use Cash Collateral in accordance with the terms of the Interim Order.

V. Interim Relief Should Be Granted.

34. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to use cash collateral pursuant to section 363 of the Bankruptcy Code may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court may conduct a preliminary, expedited hearing on the motion and authorize the use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor’s estate. *See* Bankruptcy Rule 4001(b)(2). Section 363(c)(3) of the Bankruptcy Code authorizes the court to conduct a preliminary hearing and to authorize the use of cash collateral “if there is a reasonable likelihood

that the [debtor] will prevail at the final hearing under [section 363(e) of the Bankruptcy Code].” 11 U.S.C. § 363(c)(3). Furthermore, the Complex Case Procedures provide that “on motion by the debtors, a hearing [] will routinely be conducted within three business days to consider . . . cash collateral use.” Complex Case Procedures, ¶ 20.

35. The Debtors request that the Court hold and conduct a hearing to consider entry of the Interim Order authorizing the Debtors, from and after entry of the Interim Order until the Final Hearing, to access Cash Collateral as needed and on the terms provided in the proposed Interim Order. The Debtors require such access prior to the Final Hearing and entry of the Final Order for the various reasons discussed above, including to ensure they have the necessary liquidity to continue operating, to pay their administrative expenses, and to implement the relief requested in the Debtors’ other “first day” motions. This relief will enable the Debtors to preserve and maximize value and, therefore, avoid immediate and irreparable harm and prejudice to their estates and all parties in interest, pending the Final Hearing. *See Schnur Decl.* ¶ 13. In addition, the Budget establishes that the Debtors’ use of Cash Collateral will not prejudice the Prepetition ABL Secured Parties.

36. In light of the foregoing, the Debtors submit that they have satisfied the requirements of Bankruptcy Rule 4001(b) and (c) to support immediate access to Cash Collateral pending the entry of the Final Order, and respectfully request that the Court grant the relief requested herein and authorize the immediate use of the Cash Collateral pursuant to the terms and conditions set forth in the Interim Order.

VI. Request for Final Hearing

37. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable and not later than 28 days

after the Petition Date, and fix the time and date prior to the Final Hearing for parties to file objections to the entry of the Final Order.

Emergency Consideration

38. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the ability of the Debtors to maximize the value of their estates, and this emergency Motion is necessary to prevent unnecessary delay in these chapter 11 cases. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations and efforts at this critical juncture. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

39. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

40. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy

law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

41. The Debtors will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition asset-based revolving credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition term loan facility and counsel thereto; (e) the administrative agent under the Debtors' prepetition real estate loan and counsel thereto; (f) the

United States Attorney's Office for the Southern District of Texas; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

42. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
July 21, 2020

/s/ Paul D. Moak

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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on July 21, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul D. Moak

Paul D. Moak

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

**DECLARATION OF ANTHONY C. SCHNUR,
CHIEF RESTRUCTURING OFFICER OF BJ SERVICES, LLC,
IN SUPPORT OF THE DEBTORS' CASH COLLATERAL MOTION**

I, Anthony C. Schnur, Chief Restructuring Officer of BJ Services, LLC, hereby declare under penalty of perjury:

1. I am a Senior Managing Director at the Ankura Consulting Group, LLC ("Ankura"), and serve as the Chief Restructuring Officer of BJ Services, LLC, one of the above-captioned debtors and debtors in possession (collectively, the "Debtors").

2. Ankura's practice specializes in providing financial, business, and strategic assistance to companies, typically in distressed business settings. Ankura serves troubled companies, debtors, secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements. Prior to the Petition Date, Ankura was engaged by the Debtors to help manage their liquidity.

3. I have over 30 years of experience in senior executive management, structured finance, sales and marketing, and commercial banking. In my 20 years in the energy space, I have

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

directed strategic planning process, acquisitions, divestitures, mergers, and capital raises. I have also provided asset management, cash flow forecasts, corporate reporting, and credit facility negotiations and management. I have worked with financially distressed companies for 15 years leading turnaround and restructuring initiatives, streamlining operations, implementing efficient financial controls, and negotiating with creditors and equity investors. Prior to joining Ankura in 2020, I was a managing director at Capodian LLC, an independant consulting company. Upon terminating my employment with Capodian LLC, I began my role as a senior managing director of Ankura.

4. I submit this declaration (this “Declaration”) in support of the *Debtors’ Emergency Motion For Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral; (II) Granting Adequate Protection, (III) Modifying the Automatic Stay; (IV) Scheduling A Final Hearing; and (V) Granting Related Relief* (the “Cash Collateral Motion”).²

5. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors’ employees, operations, finances, information learned from my review of relevant documents, information supplied to me by members of the Debtors’ management and their advisors, or my opinion based on my experience, knowledge, and information concerning the Debtors’ operations, financial affairs, and initiatives. I am over the age of 18, and I am authorized to submit this Declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

² Capitalized terms used but not otherwise defined in this section shall have the meanings ascribed to them in the Cash Collateral Motion.

Background

6. In the months leading up to the Petition Date, the Debtors and their advisors worked diligently and in good faith to preserve the Debtors as a going concern in light of severe liquidity challenges. During this time period, the Debtors negotiated multiple waivers of certain potential defaults under their Prepetition ABL Facility in an effort to increase the amount of time they had to explore all possible options.

7. Despite the Debtors' best efforts, they were unable to drive consensus amongst their stakeholders around a consensual restructuring. As a result, the Debtors have begun the process of preparing for an orderly liquidation. As of yet, the Debtors and their lender groups have been unable to reach a consensual agreement regarding the key components of a chapter 11 wind down budget. The Debtors intend to use the next seven days to bring their stakeholders together to develop a value-maximizing budget for the wind down that facilitates the going-concern sales of the Debtors operations.

8. While the debtors are negotiating with all of their stakeholders regarding a budget for the entirety of these chapter 11 cases pursuant to the Motion, at the first day hearing the Debtors are seeking the consensual use of the Prepetition ABL Lenders' cash collateral for the limited purpose of funding vital expenses over the next seven days. Such expenses include employee wages, costs required to safely complete operations on client sites, security to protect their assets, and other vital expenses set forth in the Budget. The Debtors' ability to continue making such payments during the next seven days these chapter 11 cases is essential to the Debtors' continued operation and the preservation of their assets during the pendency of these cases. I believe that substantially all of the Debtors' cash is unencumbered and that the amount of unencumbered cash, if any, is insufficient to support the wind-down of the Debtors' business operations.

9. In exchange for the use of cash collateral, the Debtors propose to give the Prepetition ABL Lenders a common adequate protection package to protect against any diminution in value for the next seven days. Given the relatively small amount of cash to be used, and the value of the adequate protection liens, the Debtors believe that the use of cash collateral is not only prudent and reasonable, but absolutely vital to the Debtors' efforts to maximize value during these chapter 11 cases. Without the use of cash collateral, the Debtors would be unable to generate revenue and operate their businesses during the course of the wind-down, which is critical to maximizing the potential of the contemplated liquidation. The Debtors will have no ability to bring about a value-maximizing resolution and would be forced to convert these cases to chapter 7, resulting in a value-destructive, piecemeal liquidation and likely attendant litigation.

10. Using cash collateral to fund the wind-down will allow the Debtors to properly administer these chapter 11 cases and cover necessary expenses. Accordingly, approval of the Cash Collateral Motion and the relief requested therein is central to the wind-down of the Debtors' business.

The Cash Collateral Motion³

A. Need For Cash Collateral.

11. Pursuant to the Cash Collateral Motion, the Debtors seek entry of an order authorizing the Debtors to access cash collateral and provide adequate protection to the Prepetition ABL Secured Parties. The Cash Collateral Motion correctly articulates the cash collateral needs

³ The financial figures included in this Declaration are based on best currently available information and assumptions and subject to material change. I reserve all rights to revise and supplement the figures presented herein.

of the Debtors and the proposed adequate protection to be provided to the Prepetition ABL Secured Parties.

12. Without limited access to cash collateral for the next seven days, the Debtors will be unable to generate revenue and operate their businesses during the course of the wind-down. The Debtors would therefore have to suspend or terminate operations, which could potentially lead to liability by abruptly leaving job sites where work is unfinished. In addition, the Debtors would be forced to convert these cases to chapter 7, resulting in a value-destructive, piecemeal liquidation. I believe failure to obtain access to cash collateral would therefore result in immediate and irreparable harm to the Debtors and their stakeholders, and would diminish the value of the Debtors' estates.

B. Seven-Day Budget.

13. While the Debtors are seeking Cash Collateral use for the duration of these chapter 11 cases pursuant to the Motion, for the purposes of the limited relief sought at the first day hearing, the Debtors and the Prepetition ABL Lenders have negotiated a "bare-bones" budget to provide the Debtors seven days to negotiate with their stakeholders regarding the use of cash during these chapter 11 cases. A summary form of the Budget is attached as Exhibit A to the proposed Interim Order. I believe that the Budget includes all reasonable, necessary, and foreseeable expenses to be incurred during this limited period.

C. Adequate Protection.

14. I understand that, as adequate protection, in addition to the customary adequate protection package given in most chapter 11 cases, the Debtors will grant the Prepetition ABL Lenders a first-lien security interest on unencumbered property and a second-lien security interest on the collateral securing any other claim, including the Equipment Term Loan, which includes all equipment, any certificates of title, books and records pertaining to any equipment, and proceeds

of any of the foregoing (collectively, the “M&E”). In addition, the Debtors will grant CLMG adequate protection liens junior to the ABL Adequate Protection Liens and adequate protection liens senior to the Prepetition CLMG Liens. I believe that the proposed adequate protection will protect the Prepetition ABL Lenders and CLMG from any diminution in value their collateral may suffer during the first seven days of these chapter 11 cases on account of the Debtors’ use, sale, or lease of their collateral, or the imposition of the automatic stay.

15. Because the Debtors’ access to cash collateral for the next seven days is fundamental to the Debtors’ wind-down of their business and these chapter 11 cases (and inability to access cash collateral would destroy the value of the Debtors’ estates), I believe the relief requested in the Cash Collateral Motion is necessary and appropriate to avoid immediate and irreparable harm to the Debtors’ estates, and should be approved by this Court.

[Remainder of page intentionally left blank.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: July 21, 2020

/s/ Anthony C. Schnur

Anthony C. Schnur
Chief Restructuring Officer
BJ Services, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. ____

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE
CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE
BANKRUPTCY CODE; (II) GRANTING ADEQUATE PROTECTION TO
THE PREPETITION ABL SECURED PARTIES FOR THE USE THEREOF;
(III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY
RULE 4001(b); AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of BJ Services, LLC (“BJS”) and its affiliated debtors, each as debtor and debtor in possession (collectively, the “Debtors”) in the above captioned-cases for entry of interim and final orders (this “Interim Order” and a “Final Order,” respectively) pursuant to sections 105(a), 361, 362, 363, 503 and 507 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 4002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Rules”), seeking, among other things, the following relief:

- a. authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to continue to use the Cash Collateral of the Prepetition ABL

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Secured Parties (each as defined below) and CLMG Collateral of the CLMG Secured Parties (each as defined below) in accordance with the terms and conditions set forth below;

- b. the grant of superpriority claims and the grant of automatically perfected liens, security interests, and other adequate protection, as applicable, to the Prepetition ABL Secured Parties and CLMG Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, or in the CLMG Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents (as defined below) or the CLMG Term Loan Agreement (as defined below);
- c. subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the Debtors with respect to (i) the Prepetition ABL Loan Documents (as hereinafter defined below); (ii) the CLMG Term Loan Credit Agreement; and (iii) the liens and security interests arising therefrom;
- d. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent set forth herein;
- e. subject only to and effective upon entry of the Final Order, waiving the Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral, or the Adequate Protection Collateral (as defined below) (i) any claims to surcharge pursuant to section 506(c) of the Bankruptcy Code, (ii) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshalling" or any similar doctrine;
- f. scheduling, pursuant to Bankruptcy Rule 4001(b) and Bankruptcy Local Rule 4001-2(c), a final hearing (the "Final Hearing"), to be held within thirty-five (35) days of the entry of this Interim Order to consider entry of the Final Order approving the relief granted herein on a final basis;
- g. waiving any applicable stay with respect to the effectiveness and enforceability of this Interim Order and, as later applicable, the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and
- h. granting related relief.

This Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion.* The relief requested in the Motion is granted on an interim basis in accordance with the terms of, and to the extent set forth in, this Interim Order. Any and all objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or resolved, and all reservations of rights, are hereby denied and overruled on the merits, except as may be set forth herein. This Interim Order shall become effective immediately upon its entry.

2. *Jurisdiction.* This Court has core jurisdiction over the Debtors' chapter 11 cases commenced on July 20, 2020 (the "Chapter 11 Cases," and such date, the "Petition Date"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Under the circumstances of these cases, proper, timely, adequate and sufficient notice of the Motion, the Interim Hearing, and the Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the Motion, the Interim Hearing, or this Interim Order shall be

required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors' Stipulations.* In requesting use of their Cash Collateral and the other Prepetition ABL Collateral, and in exchange for and as a material inducement to the Prepetition ABL Secured Parties' agreement to permit consensual use of their Cash Collateral and the other Prepetition ABL Collateral, the Debtors acknowledge, represent, stipulate, and agree, subject to the challenge rights set forth in paragraph 28 below (but subject to the limitations thereon contained herein), as follows (collectively defined as the "Debtors' Stipulations"):

- a. *Prepetition ABL Credit Facility.* On May 30, 2017, BJS entered into that certain Revolving Credit and Guaranty Agreement (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement dated October 3, 2018, and further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated January 28, 2019, and as otherwise amended, supplemented, or modified prior to the date hereof, the "Prepetition ABL Credit Agreement," and further supplemented and modified by those certain Limited Waivers, dated as of June 2, 2020, June 12, 2020, and June 23, 2020, and together with all mortgage, security, pledge and guaranty agreements and all other Loan Documents (as defined in the Prepetition ABL Credit Agreement) and all other documentation executed by any Debtor in connection with any of the foregoing, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Loan Documents"), with JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Prepetition ABL Agent"), and the lenders party thereto (the "Prepetition ABL Lenders," and together with the Prepetition ABL Agent, the "Prepetition ABL Secured Parties").
- b. *Prepetition ABL Obligations.* As of the Petition Date, pursuant to the Prepetition ABL Loan Documents and applicable law, the Prepetition ABL Secured Parties hold valid, enforceable, secured, and allowable claims against the Debtors in an aggregate amount equal to \$101,550,000 plus any and all other accrued and unpaid interest, fees, expenses (including advisors fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Loan Documents), disbursements, charges, claims, indemnities and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the Prepetition ABL Loan Documents or applicable law, whether arising

before or after the Petition Date, including any “Obligations” (as defined in the Prepetition ABL Credit Agreement), of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors’ obligations under the Prepetition ABL Loan Documents (collectively defined as the “Prepetition ABL Obligations”).

- c. *Prepetition ABL Liens.* The Prepetition ABL Obligations are secured by continuing, legal, valid, binding, properly perfected, enforceable, non-avoidable first priority liens on and security interests in (the “Prepetition ABL Liens”) all of the “Collateral” as defined in the Prepetition ABL Credit Agreement (the “Prepetition ABL Collateral”), including all of the Debtors’ cash (including the cash in their deposit accounts and other accounts, wherever located, whether as original collateral or proceeds of other Prepetition ABL Collateral except for Excluded Property (as defined in the Prepetition ABL Credit Agreement)) that constitutes Cash Collateral (as defined below). As of the Petition Date, the aggregate book value of the Prepetition ABL Collateral exceeded the aggregate amount of the Prepetition ABL Obligations.

- d. *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* The Debtors acknowledge and agree that, as of the Petition Date: (i) the Prepetition ABL Liens on the Prepetition ABL Collateral were valid, binding, and enforceable in accordance with the terms of the applicable Prepetition ABL Loan Documents, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition ABL Liens were and remain senior in priority over any and all other liens on and security interests in the Prepetition ABL Collateral, subject only to (x) the Carve Out (as defined below) and (y) valid, perfected and unavoidable liens permitted under Section 7.01 of the Prepetition ABL Credit Agreement to the extent that such liens or security interests are senior to or *pari passu* with the Prepetition ABL Liens (including, for the avoidance of doubt, valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (a “Permitted Encumbrance”); (iii) the Prepetition ABL Obligations constituted legal, valid, binding and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents; (iv) no portion of the Prepetition ABL Obligations or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense

or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition ABL Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition ABL Liens.

- e. *Validity, Perfection, and Priority of Liens and Obligations under the CLMG Term Loan Agreement.* The Debtors acknowledge and agree that, as of the Petition Date: (i) the CLMG Secured Parties' (as defined below) liens on the CLMG Collateral (such liens, the "Prepetition CLMG Liens") were valid, binding, and enforceable in accordance with the terms of the CLMG Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the CLMG Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition CLMG Liens were and remain senior in priority over any and all other liens on and security interests in the CLMG Collateral (as defined below); (iii) the prepetition obligations owed to the CLMG Secured Parties under the CLMG Term Loan Agreement, including any "Obligations" as defined in the CLMG Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations (collectively, the "Prepetition CLMG Obligations") constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the CLMG Term Loan Agreement; (iv) no portion of the Prepetition CLMG Obligations or any payments made to the CLMG Secured Parties or applied to or paid on account of the obligations owing under the CLMG Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition CLMG Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition CLMG Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition CLMG Liens.

5. *Cash Collateral.* For purposes of this Interim Order, the term “Cash Collateral” shall mean and include all “cash collateral,” as defined in section 363 of the Bankruptcy Code, in or on which the Prepetition ABL Secured Parties have a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests), and shall include, without limitation, all Prepetition ABL Collateral that is cash of the Debtors’ estates and all cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, commodity accounts, securities accounts, investment accounts, or in any other form, that were on the Petition Date in any of the Debtors’ possession, custody or control (or persons in privity with any of the Debtors) or which present income, proceeds, products, rents, or profits of any of the Prepetition ABL Collateral, including to the extent the Debtors obtain an interest in such funds after the Petition Date in the case of each of the foregoing, except for any Excluded Property (as defined in the Prepetition ABL Credit Agreement). The Prepetition ABL Agent has, for the benefit of the Prepetition ABL Lenders, first-priority, perfected liens in the Cash Collateral pursuant to the applicable provisions of the Prepetition ABL Loan Documents, sections 363(a) and 552(b) of the Bankruptcy Code, and this Interim Order.

6. *Findings Regarding the Use of Cash Collateral and Prepetition ABL Collateral.*

- a. Good cause has been shown for the entry of this Interim Order.
- b. The Debtors have an immediate need to use the Prepetition ABL Collateral, including Cash Collateral to, among other things, fund the orderly sale of their assets, pay their operating expenses, and preserve the value of the Debtors’ estates.
- c. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order are fair and reasonable, reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.
- d. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order have been the subject of extensive negotiations conducted in good faith and at arm’s length among the Debtors, the Prepetition ABL

Agent, and other Prepetition ABL Secured Parties and, pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Prepetition ABL Agent and the other Prepetition ABL Secured Parties are hereby found to be entities that have acted in “good faith” in connection with the negotiation and entry of this Interim Order, and each is entitled to the protection provided under section 363(m) of the Bankruptcy Code.

- e. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (d) and the Complex Case Procedures. Absent granting the interim relief sought by this Interim Order, the Debtors’ estates could be immediately and irreparably harmed. The use of the Prepetition ABL Collateral in accordance with this Interim Order is in the best interest of the Debtors’ estates.

7. *Need for Limited Use of Cash Collateral.* The Debtors have an immediate and critical need to continue to use the Prepetition ABL Collateral (including Cash Collateral) in order to permit, among other things, the orderly sale of their assets, to make payroll, to satisfy other working capital and operational needs and fund the Chapter 11 Cases, in each such case in accordance with the terms of this Interim Order, including in accordance with the Budget (as defined below). The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition ABL Collateral is necessary to preserve and maintain the value of the Debtors’ estates. Without the use of Cash Collateral, the Debtors would likely not have sufficient liquidity to continue to operate their organization and effectuate an orderly wind-down of the Debtors’ businesses. Entry of this Interim Order will preserve the assets of each Debtor’s estate and its value and is in the best interests of the Debtors, their creditors, and their estates. The Adequate Protection Liens, the Adequate Protection Superpriority Claims, the ABL Adequate Protection Payments, and the ABL Adequate Protection Fees and Expenses (each as defined herein) are consistent with and authorized by the Bankruptcy Code. Absent authorization to immediately access and use Cash Collateral, the Debtors, the estates, and their creditors would suffer immediate and irreparable harm.

8. *Consent by the Prepetition ABL Agent.* The Prepetition ABL Agent consents to the Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions contained in this Interim Order, which consent has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement) after receipt of notice and shall be deemed sufficient under the circumstances for purposes of this Interim Order. All use of Cash Collateral by the Debtors shall be consistent with the initial 7-day cash flow budget attached hereto as Exhibit 1, as may be amended or replaced pursuant to paragraph 14 hereof (the "Budget"), subject to any Non-Conforming Use (as such term is defined below) permitted hereunder; provided, however, that the actual aggregate operating disbursements of the Debtors, tested every day commencing the date of entry of this Interim Order on a cumulative basis, shall not exceed the projected amount therefor set forth in the Budget for such applicable time period by more than 10% (any variance not exceeding the maximum amount, a "Permitted Variance"); provided that nothing herein shall operate as a limitation on the amount of professional fees a Professional Person may seek to be paid by the Debtors pursuant to an order of the Court, nor shall anything herein limit the Prepetition ABL Agent's rights to oppose any request for payment of professional fees in excess of the Permitted Variance). Any transfer or use of Cash Collateral by the Debtors shall be conditioned upon the Debtors' compliance with the Budget, including any Permitted Variances or Non-Conforming Uses. The Prepetition ABL Agent may (with the consent of the Required Lenders if the proposed amount is equal to or greater than \$1 million) agree in writing to the use of the Cash Collateral in a manner or amount which does not conform to the manner or amount, as applicable, set forth in the Budget (including, for the avoidance of doubt, any Permitted Variances) (each such approved non-conforming use of Cash Collateral, a "Non-Conforming Use"). If such written consent is given (which consent may be given through email by the

Prepetition ABL Agent or the Prepetition ABL Agent's counsel), the Debtors shall be authorized pursuant to this Interim Order to use Cash Collateral for any such Non-Conforming Use without further Court approval, and the Prepetition ABL Secured Parties shall be entitled to all of the protections specified in this Interim Order for any such Non-Conforming Use; provided that each such permitted Non-Conforming Use shall be deemed a modification to the Budget for all testing purposes. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, the Prepetition ABL Agent does not consent to the Debtors' use of, and the Debtors shall not be permitted to use, Cash Collateral for payment of costs attributable to the GACP Collateral or CLMG Collateral (each as defined below), including costs and expenses of preserving, or disposing of, the GACP Collateral or CLMG Collateral or incurred in connection with any sale of such GACP Collateral or CLMG Collateral.

9. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the Prepetition ABL Secured Parties are entitled to adequate protection of their interests in the Prepetition ABL Collateral, including the Cash Collateral, in an amount equal to the aggregate actual diminution in the value of the Prepetition ABL Secured Parties' interests in the Prepetition ABL Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the Prepetition ABL Collateral (including Cash Collateral, whether pursuant to the Budget or otherwise), the subordination of their liens on the Prepetition ABL Collateral and Adequate Protection Superpriority Claims (as defined herein) to the Carve Out pursuant to this Interim Order and the Prepetition ABL Loan Documents, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code ("ABL Diminution in Value").

10. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the CLMG Secured Parties are entitled to adequate protection of their interests in the CLMG Collateral, in an amount equal to the aggregate actual diminution in the value of the CLMG Secured Parties' interests in the CLMG Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the CLMG Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. ("CLMG Diminution in Value")

11. *ABL Adequate Protection Claims and Liens.* The Prepetition ABL Secured Parties are hereby granted the following (collectively, the "ABL Adequate Protection Obligations"), solely to the extent of any ABL Diminution in Value; provided that the collateral set forth in this paragraph 11 shall not include assets or property (other than Prepetition ABL Collateral, including Cash Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

- a. *ABL Adequate Protection Liens.* Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual ABL Diminution in Value (if any) of the Prepetition ABL Collateral, including Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by the Prepetition ABL Agent of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the Prepetition ABL Credit Agreement) or financing statements or other similar documents, or the possession or control by the Prepetition ABL Agent of any Adequate Protection Collateral, the Prepetition ABL Agent is hereby granted for the ratable benefit of the Prepetition ABL Lenders, as security for the payment of the ABL Adequate Protection Obligations, subject and

subordinate only to the Carve Out, the following security interests and liens (all such liens and security interests, the “ABL Adequate Protection Liens,” and all property identified in clauses (i) - (iii) below being collectively referred to as the “ABL Adequate Protection Collateral”):

- (i) First Priority ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, binding, continuing, enforceable, fully perfected, first priority (subject to subparagraph 10(b)) senior replacement liens on and security interests in and upon (a) all Prepetition ABL Collateral, and (b) all assets and properties of the Debtors’ estates other than (i) the CLMG Collateral (as defined below), (ii) the GACP Collateral (as defined below), and (iii) those assets and properties that are subject to any other (x) valid, perfected, non-avoidable, and enforceable liens in existence on or as of the Petition Date or (y) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, whether now owned or hereafter acquired, including, without limitation, all personal and real property of the Debtors’ estates and all products, proceeds, rents, and profits thereof that, from and after the Petition Date, is not subject to any lien or security interest, if any, including upon entry of the Final Order, the proceeds of any claims and causes of action of the Debtors (but not on the actual claims and causes of action) arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (collectively, the “Avoidance Actions”) (the foregoing liens being collectively referred to as the “First Priority ABL Adequate Protection Liens”).
- (ii) ABL Adequate Protection Liens Junior to Certain Existing Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-avoidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and post-petition property of the Debtors’ estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation, the liens of (i) GACP Finance Co., LLC (“GACP”), as administrative agent and collateral agent under the Term Loan Credit and Guaranty Agreement, dated as of January 28, 2019, by and among BJS, GACP, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “GACP Term Loan Agreement”), which encumber the “Collateral” as defined therein (the “GACP Collateral”) and (ii) CLMG Corp. (“CLMG”), as administrative agent and collateral agent under the Credit Agreement, dated as of

December 31, 2019, by and among BJS, CLMG, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “CLMG Term Loan Agreement”), which encumber the “Collateral” as defined therein (the “CLMG Collateral”) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of the Prepetition ABL Agent (the foregoing liens being collectively referred to as the “Junior ABL Adequate Protection Liens”).

- (iii) ABL Adequate Protection Liens Senior to Prepetition ABL Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the Prepetition ABL Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.
- b. *Status of the ABL Adequate Protection Liens.* Subject in all respects to the Carve Out, the Adequate Protection Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(iii) of this paragraph 11, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.
- c. *Enforceability.* Subject in all respects to the Carve Out, the ABL Adequate Protection Liens shall not be subject to sections 506(c) (upon entry of the Final Order), 510, 549, 550, or 551 of the Bankruptcy Code. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors’ Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors’ Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a “Successor Case”).
- d. *Adequate Protection Superpriority Claims.* The ABL Adequate Protection Obligations due to the Prepetition ABL Agent shall constitute allowed superpriority administrative expense claims against the Debtors in the amount of any Diminution in Value of the Prepetition ABL Collateral, including Cash Collateral, as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and

administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in these Chapter 11 Cases or any Successor Case (the “ABL Adequate Protection Superpriority Claims”), subject and subordinate only to the Carve Out (as defined herein).

12. *ABL Additional Adequate Protection.* As additional adequate protection to the Prepetition ABL Agent and the Prepetition ABL Secured Parties:

- a. *Payment of Prepetition and Postpetition Interest.* The Debtors shall pay to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders all accrued and unpaid interest (including, for the avoidance of doubt, interest accruing and becoming due after the Petition Date) at the non-default rates and consistent with the ordinary course interest payment dates set forth in the Prepetition ABL Credit Agreement (the “ABL Adequate Protection Payments”).
- b. *Payment of Prepetition ABL Agent Fees and Expenses.* As additional adequate protection, the Prepetition ABL Agent shall receive from the Debtors, for the benefit of the Prepetition ABL Lenders, current cash payments of all reasonable and documented prepetition and postpetition fees and expenses payable to the Prepetition ABL Secured Parties under the Prepetition ABL Loan Documents, including, but not limited to, the reasonable and documented prepetition and postpetition fees and disbursements of legal counsel, financial advisors, and other consultants (the “ABL Adequate Protection Fees and Expenses”). Payment of all such professional fees and expenses shall not be subject to allowance by the Court but shall be subject to the following process. At the same time such invoices are delivered to the Debtors, the professionals for the Prepetition ABL Secured Parties shall deliver a copy of their respective invoices to counsel for any official committee appointed in these cases pursuant to section 1102 of the Bankruptcy Code (a “Creditors’ Committee”) and the office of the United States Trustee (the “U.S. Trustee”). The invoices for such fees and expenses shall not be required to comply with any U.S. Trustee guidelines related to the payment of fees and expenses of retained estate professionals, may be in summary form only, and shall not be subject to application or allowance by the Court. Any objections raised by the Debtors, the U.S. Trustee, or the Creditors’ Committee with respect to such invoices within ten (10) days of receipt thereof (the “Invoice Review Period”) will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such

invoice shall be paid by the Debtors within three (3) days of the expiration of the Invoice Review Period. Except as otherwise ordered by the Court in the event an objection is timely filed, such fees and expenses shall not be subject to any setoff, defense, claim, counterclaim, or diminution of any type, kind, or nature whatsoever.

- c. *Other Covenants.* The Debtors shall maintain their cash management system in a manner consistent with this Interim Order, and any order of this Court approving the maintenance of the Debtors' cash management system. The Debtors shall not use, sell, or lease any material assets outside the ordinary course of business, or seek authority to this Court to do any of the foregoing, without prior consultation with the Prepetition ABL Agent at least seven (7) days prior to the date on which the Debtors seek authority of this Court for such use, sale, or lease. The Debtors shall comply with the covenants contained in section 6.07 of the Prepetition ABL Credit Agreement regarding the maintenance and insurance of the Prepetition ABL Collateral and the Adequate Protection Collateral.

13. *CLMG Adequate Protection Claims and Liens.* The CLMG Secured Parties are hereby granted the following (collectively, the "CLMG Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any CLMG Diminution in Value; provided that the collateral set forth in this paragraph 13 shall not include assets or property (other than CLMG Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

- a. *CLMG Adequate Protection Liens.* Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual CLMG Diminution in Value (if any) of the CLMG Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by CLMG of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the CLMG Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by CLMG of any Adequate Protection Collateral, CLMG is hereby granted, as

security for the payment of the CLMG Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the “CLMG Adequate Protection Liens,” and together with the ABL Adequate Protection Liens, the “Adequate Protection Liens”):

- (i) CLMG Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors’ estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect the CLMG Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of CLMG (the foregoing liens being collectively referred to as the “Junior CLMG Adequate Protection Liens”).
 - (ii) Adequate Protection Liens Senior to Prepetition CLMG Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the CLMG Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.
- b. *Status of the CLMG Adequate Protection Liens.* The CLMG Adequate Protection Liens shall be junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 13, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.
- c. *Enforceability.* The CLMG Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The CLMG

Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

14. *Reporting.* As adequate protection for the Debtors' use of the Prepetition ABL Collateral (including Cash Collateral), the Debtors shall comply with the reporting requirements set forth in the Prepetition ABL Loan Documents, provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent. For the avoidance of doubt, any forecast and financial reporting requirements under this Cash Collateral Order shall replace and be in lieu of any similar requirements under the Prepetition ABL Loan Documents. The Debtors shall provide the following additional reporting to the Prepetition ABL Agent:

- a. subject to entry of a further interim order or the Final Order, on or before 5:00 p.m. (Central Time) on every fourth Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the fourth Thursday following the entry of this Interim Order or such time period as otherwise agreed, until earlier of (i) confirmation of a chapter 11 plan by the Debtors or (ii) the repayment of the Prepetition ABL Obligations indefeasibly in full in cash, an updated Budget with respect to the Debtors for the current calendar week then ended and the immediately following consecutive 12 weeks (collectively, 13 weeks), set forth on a weekly basis. Each proposed Budget provided to the Prepetition ABL Agent shall be of no force and effect unless and until it is approved by the Prepetition ABL Agent, which approval has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement), and, until such approval is given, the prior Budget shall remain in effect. Any such proposed Budget, upon the approval of the Prepetition ABL Agent shall become, as of the date of such approval or such determination (and the Prepetition ABL shall be deemed to have approved the Budget upon the passage of five (5) days with no objection) and for the period of time covered thereby, the Budget, and shall prospectively replace any prior Budget. If the Debtors and the Prepetition ABL Agent are unable to agree on a proposed Budget's terms, the Debtors reserve the right to seek

an expedited hearing with the Court to resolve such disagreement. In that event, the Prepetition ABL Agent shall not oppose the request for expedited consideration provided that any such hearing is held on not less than 48 hours' notice to the Prepetition ABL Agent. In the event of any dispute regarding the terms of a Budget, the Debtors and the Prepetition ABL Agent reserve any and all rights under the Bankruptcy Code or applicable law;

- b. subject to entry of a further interim order or the Final Order, on or before 5:00 p.m. (Central Time) on every Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the first Thursday following the entry of this Interim Order, the Debtors shall deliver to the Prepetition ABL Agent, on a line-by-line basis, a reconciliation report showing the variances comparing actual cash receipts and disbursements of the Debtors during the immediately-preceding calendar week with corresponding forecasted amounts for such week in the Budget, including written descriptions in reasonable detail explaining any material positive or negative variances;
- c. all financial reports, forecasts and all other financial documentation, pleadings and other filings that are reasonably requested by the Prepetition ABL Agent or its representatives and agents, including, but not limited to (i) any appraisals conducted by Hilco, GACP, or any other party, (ii) any other materials that may value the Debtors' intellectual property or real estate assets; (iii) weekly updates on the asset sale process, and (iv) weekly Frac Fleet updates;
- d. in addition to, and without limiting, whatever rights to access the Prepetition ABL Agent has under the Prepetition ABL Loan Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall (a) permit representatives of the Prepetition ABL Agent to visit and inspect any of their respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and (b) cause their representatives and agents to make themselves reasonably available to discuss the Debtors' affairs, financial condition, properties, business, operations and accounts with the representatives and agents of the Prepetition ABL Agent.

15. *Carve Out.*

- a. *Carve Out.* As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any

time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Creditors’ Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the Prepetition ABL Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (the “Pre-Carve Out Trigger Professional Fees”); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed the amount equal to \$1 million less the Pre-Carve Out Trigger Professional Fees incurred after the first business day following delivery by the Prepetition ABL Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the Prepetition ABL Agent to the Debtors, the Debtors’ lead restructuring counsel, the U.S. Trustee, and counsel to the Creditors’ Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined below) and upon termination of the Debtors’ right to use Cash Collateral by the Prepetition ABL Secured Parties, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

- b. *Fee Estimates.* Subject to entry of a further interim order or the Final Order, not later than 7:00 p.m. New York time on the Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the preceding week by such Professional Person (through Saturday of such week, the “Calculation Date”) (collectively, “Estimated Fees and Expenses”), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a “Weekly Statement”); provided, that within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the “Final Statement”) setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the Prepetition ABL Agent). Subject to entry of a further interim order or the Final Order, if any Professional Person fails to

deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person.

c. *Carve Out Reserves.*

- (i) Subject to entry of a further interim order or the Final Order, commencing with the week ending on the first Friday after entry of such interim order or the Final Order,³ and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the greater of (x) (i) for the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of all Estimated Fees and Expenses reflected in all Weekly Statements delivered to the Debtors and the Prepetition ABL Agent between the Petition Date and the immediately prior Wednesday and (ii) for all weeks after the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the Prepetition ABL Agent, and (y) (i) for the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during all prior weeks of the case and (ii) for all weeks after the week ending on the First Friday after entry of a further interim order or the Final Order, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during such week.
- (ii) On the day on which a Carve Out Trigger Notice is given by the Prepetition ABL Agent to the Debtors with a copy to counsel to any Creditors' Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to and the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed

³ For the avoidance of doubt, should the Prepetition Agent or Administrative Agent deliver a Carve Out Trigger Notice prior to this date, the Debtors shall utilize all cash on hand to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees and any other reserves contemplated by this Interim Order.

Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Agent for the benefit of the Prepetition ABL Secured Parties, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors’ creditors in accordance with their rights and priorities as of the Petition Date. Upon the foregoing funding, the Prepetition ABL Agent and Prepetition ABL Secured Parties shall have no further obligation to fund the Pre-Carve Out Trigger Notice Reserve or Post-Carve Out Trigger Notice Reserve or subordinate their liens and claims on account of any Allowed Professional Fees.

- d. *Application to Carve Out Reserves.* All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Secured Parties in accordance with their rights and priorities under applicable law, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors’ creditors in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 15(b), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 15(a), prior to making any payments to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, or any of the Debtors’ creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the Prepetition

ABL Secured Parties shall not, and shall not direct any entity to, sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, for application in accordance with the Prepetition ABL Loan Documents. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the Prepetition ABL Loan Documents) or increase or reduce the Prepetition ABL Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in any Prepetition ABL Loan Documents, the Carve Out shall be senior to all liens and claims securing the Prepetition ABL Collateral, the ABL Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the Prepetition ABL Obligations.

- e. *Payment of Allowed Professional Fees Prior to the Termination Declaration Date.* Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.
- f. *No Direct Obligation to Pay Allowed Professional Fees.* None of the Prepetition ABL Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition ABL Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.
- g. *Payment of Carve Out On or After the Termination Declaration Date.* Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

16. *Termination.* The Debtors' right to use Cash Collateral shall terminate (the date of any such termination, the "Termination Date"), without prior order of this Court or any further

action by the Prepetition ABL Secured Parties (i) automatically at 11:59 p.m. (prevailing Eastern Time) on July 27, 2020, if the Debtors and Prepetition ABL Secured Parties have not reached agreement on a replacement Budget or (ii) five (5) business days following the delivery of a written notice (a “Default Notice”) by the Prepetition ABL Agent to Kirkland & Ellis LLP (any such five (5) business-day period of time, the “Default Notice Period”) of the occurrence of any of the events set forth in clauses (a) through (k) below (unless cured by the Debtors or waived by the Prepetition ABL Administrative Agent, with the consent of the Required Lenders, in writing (with email being sufficient) prior to expiration of the Default Notice Period); provided that, if a hearing to consider any appropriate relief in connection with delivery of the Default Notice or continued use of Cash Collateral (as may be held on an expedited basis) is requested to be heard within such five (5) business day period but is scheduled for a later date by the Court, the Default Notice Period shall be automatically extended to the date of such hearing (the events set forth in clauses (a) through (k) below are collectively referred to herein as the “Termination Events”):

- a. the failure to obtain entry of the Final Order on or before thirty-five (35) days after the entry of this Interim Order (unless such period is extended by mutual agreement between the Prepetition ABL Agent and the Debtors, which extension may be documented by email) if the Final Order has not been entered by this Court on or before such date (provided that such thirty-five (35)-day period shall be automatically extended by five (5) days to the extent it is not reasonably feasible to hold and conclude a final hearing (if necessary) prior to the expiration of such thirty-five (35)-day period as a result of the closure of the Bankruptcy Court due to the events or circumstances surrounding the virus known as COVID-19, and the Prepetition ABL Lenders and the Prepetition ABL Agent shall be deemed to have automatically agreed to such extension);
- b. any Debtor’s failure to comply with any of the material terms or conditions of this Interim Order, including, but not limited to, (i) the use of Cash Collateral for any purpose other than as permitted in this Interim Order, (ii) failure to comply with the Budget (including any distributions in excess of the Permitted Variance that have not been resolved and approved, in writing, by the Prepetition ABL Agent), or (iii) failure to comply with the reporting requirements set forth in this Interim Order; provided that notwithstanding anything to the contrary in this Interim Order or the

Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent;

- c. the failure of the Debtors to make any payment under this Interim Order to the Prepetition ABL Agent within three (3) business days after such payment becomes due, other than payments required pursuant to paragraph 12(b) of this Interim Order, which payments shall be made as required therein;
- d. this Interim Order ceases, for any reason (other than by reason of the express written agreement by the Prepetition ABL Agent, which agreement has been supported or unopposed by the Required Lenders, or the supersession of this Interim Order by the Final Order), to be in full force and effect in any material respect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this Interim Order cease in any material respect to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;
- e. the Court shall have entered an order reversing, amending, supplementing, staying, vacating, or otherwise modifying this Interim Order in a manner materially adverse to the Prepetition ABL Secured Parties without the prior written consent of the of the Prepetition ABL Agent, which consent may be provided by electronic mail;
- f. the date an application, motion, or other pleading is filed by the Debtors for the approval of, or the date the Court shall have entered an order recognizing or granting, any superpriority claim or any lien in these Chapter 11 Cases that is *pari passu* with or senior to the ABL Adequate Protection Superpriority Claims or the ABL Adequate Protection Liens without the prior written consent of the Prepetition ABL Secured Parties (other than the Carve Out);
- g. the date any of the Debtors files any pleading or commences any action against the Prepetition ABL Secured Parties challenging the validity or enforceability of the Prepetition ABL Obligations or the Prepetition ABL Liens or seeking to avoid, disallow, subordinate, or recharacterize any claim, lien, or interest held by any of the Prepetition ABL Secured Parties arising under or related to the Prepetition ABL Obligations (or if the Debtor supports any such motion, pleading, application or adversary proceeding commenced by any third party); provided that if the Debtors provide any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 14(g);
- h. the date any of the Debtors file or otherwise support any motion, pleading, or other document, including a chapter 11 plan, that (i) seeks to amend,

modify, or supplement this Interim Order, or (ii) otherwise materially, negatively affects the Prepetition ABL Secured Parties, without the prior written consent of the Prepetition ABL Agent; provided, that the consent of the Prepetition ABL Agent shall not be required if, pursuant to a chapter 11 plan, the Prepetition ABL Obligations and Adequate Protection Obligations are indefeasibly paid in full in cash on the effective date of such plan.

- i. the date any of the Debtors file a motion seeking an order, or the date any court of competent jurisdiction enters an order, dismissing the Chapter 11 Cases, converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, appointing a trustee, responsible officer, or examiner with expanded powers relating to the operation of the organization in the Chapter 11 Cases, or terminating the Debtors' exclusivity under Bankruptcy Code section 1121, unless consented to in writing by the Prepetition ABL Agent, which consent has been approved or unopposed by the Required Lenders;
- j. the filing of any pleading by any Debtor in support of (in any such case by way of any motion or other pleading filed with the Court or any other writing to another party in interest executed by or on behalf of any such Debtor) any other person's opposition to any motion filed in the Court by the Prepetition ABL Agent or the Prepetition ABL Lenders seeking confirmation of the amount of its claims or the validity or enforceability of the Prepetition ABL Liens or the Adequate Protection Liens, except with regard to good faith disputes over the payment of expenses and fees, provided that if the Debtors provided any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 16(j);
- k. the Court shall have entered an order granting relief from the automatic stay (without the consent of the Prepetition ABL Lenders) to the holder or holders of any security interest to permit foreclosure (or the granting of a deed *in lieu* of foreclosure or the like) on any of the Prepetition ABL Collateral or Adequate Protection Collateral on which the Prepetition ABL Lenders have a first-priority security interest, which has an aggregate value in excess of \$50,000; provided however, that to the extent such lien can be satisfied by amounts contemplated to pay prepetition liens in the Budget, any relief granted on account of such liens shall not trigger a Termination Event.

17. *Rights and Remedies upon Termination Event.* Except as otherwise ordered by the Court, following the expiration of the Default Notice Period, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order, any Adequate Protection

Obligations determined by the Court to be due and owing as of the delivery of the Termination Notice, if any, shall become due and payable and/or the Prepetition ABL Secured Parties shall be entitled to exercise their rights and remedies. Prior to exercising the remedies set forth in this sentence below, the Prepetition ABL Secured Parties shall be required to file a motion with the Court seeking emergency relief (the “Stay Relief Motion”) on no less than five (5) business days’ written notice, which notice period may be concurrent with the Default Notice Period, to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Creditors’ Committee (if any), and (iv) the U.S. Trustee for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the Prepetition ABL Secured Parties to exercise their rights and remedies against the Prepetition ABL Collateral or Adequate Protection Collateral to the extent available in accordance with the applicable Prepetition ABL Loan Documents, this Interim Order, or applicable law, including (x) setting-off amounts in any account of the Debtors maintained with the Prepetition ABL Agent or Prepetition ABL Lenders with respect to which the Prepetition ABL Agent controls pursuant to a deposit account control agreement to the extent necessary for payment of the Adequate Protection Obligations determined by the Court to be due and payable as of the delivery of the Termination Notice and (y) foreclosing upon and selling all or a portion of the Prepetition ABL Collateral or Adequate Protection Collateral in order to collect the Adequate Protection Obligations. Upon the occurrence of the delivery of a Default Notice, the Debtors, the Prepetition ABL Agent, and each Prepetition ABL Secured Party consent to a hearing on an expedited basis to consider whether (a) a Termination Event has occurred and (b) any other appropriate relief (including, without limitation, the Debtors’ non-consensual use of Cash Collateral). During the Default Notice Period, the Debtors shall be entitled to continue to use the Cash Collateral in accordance with the terms of the Budget and this Interim Order. Notwithstanding anything to the

contrary herein, upon a Termination Event, the delivery of a Default Notice, the expiration of the Default Notice Period, or the occurrence of the Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition ABL Secured Parties under this Interim Order shall survive. Except as otherwise provided herein or ordered by the Court, neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit the exercise, enjoyment and enforcement of any rights, benefits, privileges and remedies set forth in this paragraph.

18. *Modification of Automatic Stay.* Except as provided in paragraph 15 herein, the automatic stay under section 362(a) of the Bankruptcy Code is hereby modified to the extent necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the Prepetition ABL Secured Parties may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Prepetition ABL Secured Parties under this Interim Order; (d) authorize the Debtors to pay, and the Prepetition ABL Secured Parties to retain and apply, any payments made in accordance with the terms of this Interim Order; and (e) permit the Prepetition ABL Secured Parties, subject to the terms of this Interim Order, to exercise all rights and remedies provided for hereunder; provided that during the Default Notice Period, unless otherwise ordered by the Court, the automatic stay under section 362 of the Bankruptcy Code shall remain in effect.

19. *Limitation on Charging Expenses Against Collateral.* Subject only to and effective upon entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor

Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the Prepetition ABL Secured Parties, or any of the Prepetition ABL Obligations, the Carve Out, or the Prepetition ABL Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition ABL Agent, which consent is approved or unopposed by the Required Lenders. Subject to the Carve Out, nothing contained in this Interim Order shall be deemed a consent by the Prepetition ABL Agent to any charge, lien, assessment, or claim against the Prepetition ABL Collateral, or the Adequate Protection Liens, or otherwise, and no action, inaction or acquiescence by the Prepetition ABL Agent shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition ABL Secured Parties, the Prepetition ABL Obligations, or the Prepetition ABL Collateral. Notwithstanding the foregoing and for the avoidance of doubt, the Debtors and the Prepetition ABL Secured Parties reserve all rights to seek to surcharge costs and expenses of administration against GACP, the GACP Collateral, CLMG and the CLMG Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.

20. *Section 552(b) of the Bankruptcy Code.* Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and no person may assert an “equities of the case” claim under section 552(b) of the Bankruptcy Code against the Prepetition ABL Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition ABL Collateral o.

21. *Payments Free and Clear.* Subject and subordinate to the Carve Out, any and all proceeds remitted to the Prepetition ABL Agent pursuant to the terms of this Interim Order or any subsequent order of this Court shall be irrevocable (subject to paragraphs 21 and 26 of this Interim

Order), received free and clear of any claim, charge, assessment, or other liability, including, without limitation, but subject to entry of the Final Order, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552(b) of the Bankruptcy Code.

22. *All Parties’ Reservation of Rights.* All parties reserve their rights to argue that, to the extent that any cash payment of interest, fees, and expenses as adequate protection to the Prepetition ABL Secured Parties or the CLMG Secured Parties is not allowed under section 506(b) of the Bankruptcy Code and not allowed on any other basis (including, without limitation, (i) on account of the Debtors’ use of Prepetition ABL Collateral or the CLMG Collateral and (ii) that there has been ABL Diminution in Value or CLMG Diminution in Value), such payments should be recharacterized and applied as payments of principal owed under the applicable Prepetition ABL Loan Document or under the CLMG Term Loan Credit Agreement, as applicable.

23. *Debtors’ Reservation of Rights.* Notwithstanding anything to the contrary in this Interim Order, the entry of this Interim Order and the grant of adequate protection to the Prepetition ABL Secured Parties and the Prepetition ABL Agent pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority (at any time) to use Cash Collateral and the Prepetition ABL Collateral without the consent of the Prepetition ABL Secured Parties, and the Prepetition ABL Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person.

24. *No Marshaling.* Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition ABL Collateral, and proceeds of

the Prepetition ABL Collateral shall be received and applied pursuant to this Interim Order and the Prepetition ABL Loan Documents notwithstanding any other agreement or provision to the contrary. Subject to the Carve Out, without limiting the generality of the immediately preceding sentence, no party shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the Prepetition ABL Collateral after a Termination Event.

25. *Continuation of Prepetition ABL Liens.* Subject to the rights set forth in paragraph 29, until the Prepetition ABL Secured Parties are Paid in Full, all liens and security interests of the Prepetition ABL Secured Parties (including, without limitation, the Adequate Protection Liens) shall remain valid and enforceable with the same continuing priority as described herein. The term “Paid in Full” or “Payment in Full” means except as otherwise agreed to by, the Prepetition Secured Parties (including through entry of an order confirming a chapter 11 plan reasonably acceptable to the Prepetition Secured Parties), all of the Prepetition ABL Obligations and Adequate Protection Obligations have been indefeasibly paid in full in cash and completely satisfied (including the cash collateralization of any letters of credit) and all Commitments (as defined in the Prepetition ABL Credit Agreement) have been terminated.

26. *Continuation of Prepetition CLMG Liens.* Until the Prepetition CLMG Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release liens), all liens and security interests of the CLMG Secured Parties shall remain valid and enforceable with the same continuing priority as described herein.

27. *Perfection of ABL Adequate Protection Liens.*

- a. The Prepetition ABL Secured Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or

securities, or take any other action in order to validate and perfect the ABL Adequate Protection Liens; provided, however, that the Prepetition ABL Secured Parties may not take any aforementioned action to file or record such instruments against the CLMG Collateral. Whether or not the Prepetition ABL Secured Parties shall, each, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments, or take possession of or control over any cash, securities or any other property of the Debtors, or take any action that otherwise may be required under federal, state or local law in any jurisdiction to validate and perfect a security interest or lien, in any such case, the ABL Adequate Protection Liens shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), at the time and on the date of entry of this Interim Order or thereafter. Upon the reasonable request of any of the Prepetition ABL Secured Parties, the Prepetition ABL Secured Parties and the Debtors, without any further consent of any party, are authorized to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the Prepetition ABL Secured Parties to further validate, perfect, preserve and enforce the ABL Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

- b. A certified copy of this Interim Order (or the notice of the filing hereof) may, in the discretion of the Prepetition ABL Secured Parties, be filed with or recorded in filing or recording offices in addition to or *in lieu* of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order or notice for filing and/or recording, as applicable. The automatic stay of section 362(a) of the Bankruptcy Code shall be, and hereby is deemed, modified to the extent necessary to permit the Prepetition ABL Secured Parties to take all actions, as applicable, referenced in this paragraph 27(a) and 27(b).

28. *Effect of Stipulations on Third Parties.* Each of the Debtors' Stipulations and each of the Debtors' other admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these cases (including a Creditors' Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors

(a “Trustee”), in all circumstances and for all purposes unless: (a) any party in interest (including any Trustee), with requisite standing, has duly filed an adversary proceeding or contested matter, as required under the Bankruptcy Rules (subject in either case to the limitations contained herein, including without limitation, in paragraph 29), challenging the validity, enforceability, priority, or extent of the Prepetition ABL Obligations, the liens on the Prepetition ABL Collateral securing the Prepetition ABL Obligations, the Prepetition CLMG Obligations, the CLMG Collateral, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the “Claims and Defenses”) against the Prepetition ABL Agent, any of the other Prepetition ABL Secured Parties, or the CLMG Secured Parties or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with any matter related to the Prepetition ABL Obligations, the Prepetition ABL Collateral, the Prepetition CLMG Obligations, or the CLMG Collateral (as applicable) by no later than the date that is (i) the earlier of (A) seventy (75) days after the date of entry of this Interim Order (or, in the case of any official committee appointed in these Cases, sixty (60) days from the date such committee is appointed (the “Committee Challenge Deadline”)) and (B) the effective date of a confirmed chapter 11 plan (such time period, the “Challenge Period”), and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; provided that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition ABL Obligations and Prepetition CLMG Obligations shall constitute allowed claims, not subject to counterclaim, setoff,

subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 case; (y) the Prepetition ABL Agent's liens on the Prepetition ABL Collateral and CLMG's liens on the CLMG Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected and of the priority specified in paragraph 4(d), not subject to defense, counterclaim, recharacterization, subordination or avoidance; and (z) the Prepetition ABL Obligations, the Prepetition ABL Agent's liens on the Prepetition ABL Collateral and the other Prepetition ABL Secured Parties, and the Prepetition CLMG Obligations, CLMG's liens on the CLMG Collateral, and the other CLMG Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors) shall not be subject to any other or further challenge by any party in interest, and any such party in interest shall be enjoined from seeking to exercise the rights of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, the stipulations and admissions contained in this Interim Order, including without limitation, in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any person, including any Trustee, except as to any such findings and admissions that were expressly and successfully challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any person, including a Trustee, standing or authority to pursue any cause of action belonging to the Debtors or their estates. In the event that there is a timely successful challenge brought pursuant to this paragraph 28, the Court shall retain jurisdiction to fashion an appropriate remedy.

29. *Limitation on Use of Collateral.* Subject to the Carve Out, notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Prepetition ABL Collateral, proceeds, products, or offspring of any of the foregoing or any portion of the Carve Out may be used to (except to the extent otherwise expressly agreed in writing by the Prepetition ABL Agent in response to a written request from the Debtors specifying the proposed use) pay any claims for services rendered by any of the professionals retained by the Debtors, any creditor or party in interest, any committee (including any Creditors' Committee), any Trustee, or any other person, party, or entity (or to pay any professional fees and disbursements in connection therewith) to: (a) apply to the Bankruptcy Court for authority to approve superpriority claims or grant liens or security interests in the Prepetition ABL Collateral and Cash Collateral, or any portion thereof that are senior to, or on parity with, the Prepetition ABL Liens, unless the Prepetition ABL Obligations, and claims granted to the Prepetition ABL Secured Parties under this Interim Order, as applicable, have been Paid in Full or otherwise agreed to in writing by the Prepetition ABL Secured Parties; (b) prevent, hinder or otherwise delay the Prepetition ABL Secured Parties' assertion, enforcement or realization on the Prepetition ABL Collateral, including Cash Collateral, and liens, claims and rights granted to the Prepetition ABL Secured Parties under this Interim Order, in accordance with the Prepetition ABL Loan Documents or this Interim Order; (c) seek to modify any of the rights and remedies granted to the Prepetition ABL Secured Parties under this Interim Order or the Prepetition ABL Loan Documents; (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are provided for in the Budget and approved by an order of this Court that is in form and substance reasonably satisfactory to the Prepetition ABL Agent; (f) subject to paragraph 22, investigate, assert, join, commence, support or prosecute any action or claim, counter-claim, action, proceeding,

application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against the Prepetition ABL Secured Parties or their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any avoidance actions or other actions arising under chapter 5 of the Bankruptcy Code, (ii) any action relating to any act, omission, or aspect of the relationship between the Prepetition ABL Secured Parties, on the one hand, and the Debtors or any of their affiliates, on the other, (iii) any action with respect to the validity and extent of the Prepetition ABL Obligations, or the validity, extent, and priority of the Prepetition ABL Liens or the Adequate Protection Liens, (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition ABL Liens or the Adequate Protection Liens granted under this Order, (v) except to contest the occurrence of a Termination Event as permitted in paragraph 16, any action that has the effect of preventing, hindering or delaying (whether directly or indirectly) the Prepetition ABL Secured Parties in respect of their liens and security interests in the Cash Collateral or the Prepetition ABL Collateral, (vi) pay any fees or similar amounts to any person to purchase the Prepetition ABL Secured Parties' interests in any of the Debtors' assets without the prior written consent of the Prepetition ABL Secured Parties, unless such person consummates or otherwise closes the purchase of the Prepetition ABL Secured Parties' interests in any of the Debtors' assets, or (vii) use or seek to use Cash Collateral unless otherwise permitted hereby, without the prior written consent of the Prepetition ABL Secured Parties; or (g) for objecting to, contesting, delaying, preventing, hindering or otherwise interfering in any way with the exercise of rights or remedies by the Prepetition ABL Secured Parties with respect to any Prepetition ABL Collateral, including Cash Collateral, after the occurrence of an Termination Event, except as otherwise permitted hereby;

provided that, notwithstanding anything to the contrary in this paragraph, any Creditors' Committee may use Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof to solely investigate, but not to prepare, initiate, litigate, prosecute, object to, or otherwise challenge (i) the claims and liens of the Prepetition ABL Secured Parties and (ii) potential claims, counterclaims, causes of action, or defenses, including the Claims and Defenses, against the Prepetition ABL Secured Parties; provided further that no more than an aggregate of \$50,000 of the Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof may be used by any Creditors' Committee, in respect of the investigations set forth in the preceding proviso (the "Investigation Budget").

30. *Release.* The release, discharge, waivers, settlements, compromises, and agreements set forth in this paragraph shall be deemed effective upon entry of this Interim Order and subject only to the challenge rights set forth in paragraph 28 above. The Debtors forever and irrevocably: (a) release, discharge, and acquit the Prepetition ABL Secured Parties and their affiliates and each of their and their affiliates' respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, and predecessors in interest (each, a "Prepetition Releasee") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type arising prior to the Petition Date, including, without limitation, any claims arising from any actions relating to any aspect of the relationship between the Prepetition ABL Secured Parties and the Debtors and their affiliates including any equitable subordination claims or defenses, with respect to or relating to the Prepetition ABL Obligations, the Prepetition ABL Liens, the Prepetition ABL Loan Documents, the Debtors' attempts to restructure the Prepetition ABL Obligations, any and

all claims and causes of action arising under title 11 of the United States Code, and any and all claims regarding the validity, priority, perfection or avoidability of the liens or secured claims of the Prepetition ABL Secured Parties, in respect of events that occurred on or prior to the date hereof; and (b) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and non-avoidability of the Prepetition ABL Obligations, the Prepetition ABL Liens. Nothing in this Interim Order shall release any claims against a Prepetition Releasee that a court of competent jurisdiction determines, pursuant to a final, non-appealable order, results primarily from the actual fraud, gross negligence, or willful misconduct of such Prepetition Releasee.

31. *Prohibition on Granting of Additional Liens and Interests, Use of Prepetition ABL Collateral.* No liens, claims, interests or priority status, other than the Carve Out and the Permitted Encumbrances, having a lien or administrative priority superior to or *pari passu* with that of the Adequate Protection Superpriority Claim, the Prepetition ABL Liens, or the Adequate Protection Liens shall be granted while any portion of the Prepetition ABL Obligations remain outstanding, or any commitment under the Prepetition ABL Loan Documents remains in effect, without the prior written consent of the Prepetition ABL Secured Parties. Nothing in this Interim Order shall authorize, other than in the ordinary course of the Debtors' business, the sale, transfer, lease, encumbrance, or other disposition of any assets that constitute Prepetition ABL Collateral or CLMG Collateral of the Debtors or their estates without the prior written consent of the Prepetition ABL Secured Parties or CLMG Secured Parties, as applicable (and no such consent or direction shall be implied from any other action, inaction, or acquiescence by any Prepetition ABL Secured Party or any order of this Court), except as permitted in the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, and this Interim Order, and approved by the Court to the extent

required under applicable bankruptcy law; provided that a Termination Event shall not be deemed to occur if the Debtors seek approval of debtor in possession financing, including, without limitation, debtor in possession financing which primes existing liens, to the extent (i) such debtor in possession financing provides for Payment in Full of the Prepetition ABL Obligations, and Adequate Protection Obligations or (ii) the Prepetition ABL Agent provides prior written consent, which consent is approved or unopposed by the Required Lenders, for financing that does not provide for Payment in Full of the Prepetition ABL Obligations and Adequate Protection Obligations.

32. *No Impairment of CLMG Collateral.* Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the CLMG Secured Parties or (ii) the CLMG Collateral.

33. *Binding Effect of Interim Order.* Subject to paragraph 25, immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Debtors, the Prepetition ABL Secured Parties, all other creditors of the Debtors, any Creditors' Committee, and each of their respective successors and assigns (including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code) and shall inure to the benefit of the Debtors, the CLMG Secured Parties, the Prepetition ABL Secured Parties, and their respective successors and assigns.

34. *Survival.* The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order (a) confirming any chapter 11 plan in any of these Chapter 11 Cases; (b) converting any of these cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of these cases or any Successor Case; or (d) pursuant to which this Court abstains from hearing any of the cases or any Successor Case. Notwithstanding the entry of any such order, the terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted to the Prepetition ABL Secured Parties pursuant to this Interim Order, shall continue in these cases, in any Successor Case, or following dismissal of these cases or any Successor Case, and shall maintain their priority as provided by this Interim Order and not be modified, altered or impaired in any way, whether by act or omission, until all of the Prepetition ABL Obligations and Adequate Protection Obligations have been Paid in Full, notwithstanding the occurrence of a Termination Event or any earlier termination of the Debtors' authorization to use the Prepetition ABL Collateral, including Cash Collateral.

35. *Limitation of Liability.* Subject to entry of the Final Order, and solely in the Prepetition ABL Secured Parties' capacity as a lender under the Prepetition ABL Loan Documents, in determining to permit the use of Cash Collateral, making and administering the loans and financial accommodations extended under the Prepetition ABL Loan Documents, extending other financial accommodations to the Debtors under this Interim Order and the Prepetition ABL Loan Documents, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the Prepetition ABL Loan Documents, as applicable, the Prepetition ABL Secured Parties (in their capacity as such) or any successor of any of the foregoing shall not (a) be deemed to be in "control" of the operations of the Debtors or any of their affiliates; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (c) be deemed to be acting

as a “Responsible Person” or “Owner” or “Operator” with respect to the operation or management of the Debtors or any of their affiliates (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or the Prepetition ABL Loan Documents or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition ABL Secured Parties, or any successor of any of the foregoing, of any liability for any claims arising from the prepetition or postpetition activities of the Debtors or any of their subsidiaries affiliates in the operation of their businesses or in connection with their restructuring efforts.

36. *No Waiver.* Other than as provided in this Interim Order, nothing in this Interim Order shall be construed in any way as a waiver or relinquishment of any rights that the Debtors or the Prepetition ABL Secured Parties may have to bring or be heard on any matter brought before this Court.

37. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable, *nunc pro tunc* to the Petition Date, immediately upon entry hereof. Notwithstanding any Bankruptcy Rule, any Bankruptcy Local Rule, any Federal Rule of Civil Procedure, or other applicable law, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

38. *Proofs of Claim.* Neither the Prepetition ABL Agent, the Prepetition ABL Lenders, nor the CLMG Secured Parties, shall be required to file proofs of claim in any of the Debtors’ Chapter 11 Cases or a Successor Case for any claim allowed herein. The Debtors’ Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition ABL Agent and the

Prepetition ABL Lenders and the CLMG Secured Parties upon approval of this Interim Order, and the Prepetition ABL Agent, the Prepetition ABL Lenders, and the CLMG Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Debtors' Chapter 11 Cases or a Successor Case to the contrary, the Prepetition ABL Agent, the Prepetition ABL Lenders, and the CLMG Secured Parties are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or aggregate proofs of claim in each of these Chapter 11 Cases or a Successor Case for any claim allowed herein.

39. *No Third Party Rights.* Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any party, creditor, equity holder, other entity or any direct, indirect or incidental beneficiary other than (a) the Prepetition ABL Secured Parties and their respective Representatives, (b) the Debtors, (c) the CLMG Secured Parties and their Representatives, and (d) the respective successors and assigns of each of the foregoing.

40. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

41. *Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the Prepetition ABL Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the Prepetition ABL Loan Documents or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the

Prepetition ABL Secured Parties, or any other party in interest under the Prepetition ABL Loan Documents or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

42. *CLMG Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the CLMG Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the CLMG Term Loan Agreement or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the CLMG Secured Parties, or any other party in interest under the CLMG Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

43. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

44. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

45. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Interim Order, including following confirmation and consummation of any chapter 11 plan for any one or more of the Debtors.

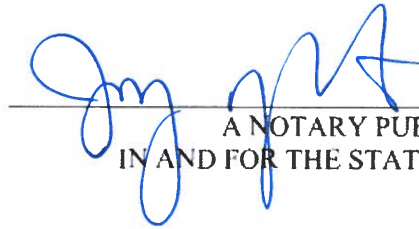
46. *Final Hearing.* The Final Hearing on the Motion shall be held on _____, 2020 at ____:____.m., prevailing Central Time. Any objections or responses to entry of a Final Order on the Motion shall be filed no later than 4:00 p.m., prevailing Central Time, on _____, 2020 (the "Objection Deadline") and served on the following parties: (a) the

Debtors, 11211 Farm to Market 2920 Road, Tomball, Texas 77375, Attn: John Bakht (generalcounsel@bjservices.com); (b) proposed counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg (joshua.sussberg@kirkland.com) and Christopher T. Greco (cgreco@kirkland.com) and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha G. Lawrence (samantha.lawrence@kirkland.com) and Joshua M. Altman (josh.altman@kirkland.com), and (B) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn.: Paul D. Moak (pmoak@grayreed.com) and Amber M. Carson (acarson@grayreed.com); (c) the Office of The United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Hector Duran (hector.duran.jr.@usdoj.gov) and Stephen Statham (stephen.statham@usdoj.gov); (d) counsel to the Prepetition ABL Lenders, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Dennis Twomey (dtwomey@sidley.com), Herschel Hamner (hhamner@sidley.com), and Alyssa Russell (alyssa.russell@sidley.com); (e) counsel to the Equipment Term Loan Lenders, (A) Choate, Hall & Stewart LLP, 2 International Place, Boston, Massachusetts 02110, Attn: John Ventola (jventola@choate.com) and (B) DLA Piper LLP, 1201 North Market Street, Suite 2100, Wilmington, Delaware 19801, Attn: Stuart Brown (stuart.brown@dlapiper.com); (f) counsel to CSL, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, Illinois 60601, Attn: Dan McGuire (dmcguire@winston.com); and (g) counsel to the Real Estate Term Loan Lenders, Sheppard, Mullin, Richter & Hampton LLP, 70 West Madison Street, 48th Floor, Chicago, Illinois 60602 Attn: Justin Bernbrock (jbernbrock@sheppardmullin.com).

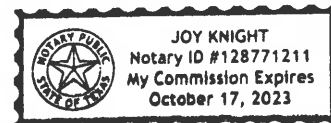
Exhibit 1

Budget

THIS IS **EXHIBIT "15"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS





ENTERED
07/21/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. ____

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE
CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE
BANKRUPTCY CODE; (II) GRANTING ADEQUATE PROTECTION TO
THE PREPETITION ABL SECURED PARTIES FOR THE USE THEREOF;
(III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY
RULE 4001(b); AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of BJ Services, LLC (“BJS”) and its affiliated debtors, each as debtor and debtor in possession (collectively, the “Debtors”) in the above captioned-cases for entry of interim and final orders (this “Interim Order” and a “Final Order,” respectively) pursuant to sections 105(a), 361, 362, 363, 503 and 507 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 4002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Rules”), seeking, among other things, the following relief:

- a. authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to continue to use the Cash Collateral of the Prepetition ABL

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Secured Parties (each as defined below), CLMG Collateral of the CLMG Secured Parties (each as defined below) and GACP Collateral of the GACP Secured Parties (each as defined below) in accordance with the terms and conditions set forth below;

- b. the grant of superpriority claims and the grant of automatically perfected liens, security interests, and other adequate protection, as applicable, to the Prepetition ABL Secured Parties, CLMG Secured Parties, and the GACP Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, in the CLMG Collateral, as applicable, or in the GACP Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents (as defined below) the CLMG Term Loan Agreement (as defined below), or the GACP Term Loan Agreement (as defined below);
- c. subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the Debtors with respect to (i) the Prepetition ABL Loan Documents (as hereinafter defined below); (ii) the CLMG Term Loan Credit Agreement; and (iii) the liens and security interests arising therefrom;
- d. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent set forth herein;
- e. subject only to and effective upon entry of the Final Order, waiving the Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral, or the Adequate Protection Collateral (as defined below) (i) any claims to surcharge pursuant to section 506(c) of the Bankruptcy Code, (ii) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshalling" or any similar doctrine;
- f. scheduling, pursuant to Bankruptcy Rule 4001(b) and Bankruptcy Local Rule 4001-2(c), a final hearing (the "Final Hearing"), to be held within thirty-five (35) days of the entry of this Interim Order to consider entry of the Final Order approving the relief granted herein on a final basis;
- g. waiving any applicable stay with respect to the effectiveness and enforceability of this Interim Order and, as later applicable, the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and
- h. granting related relief.

This Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests

of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion.* The relief requested in the Motion is granted on an interim basis in accordance with the terms of, and to the extent set forth in, this Interim Order. Any and all objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or resolved, and all reservations of rights, are hereby denied and overruled on the merits, except as may be set forth herein. This Interim Order shall become effective immediately upon its entry.

2. *Jurisdiction.* This Court has core jurisdiction over the Debtors' chapter 11 cases commenced on July 20, 2020 (the "Chapter 11 Cases," and such date, the "Petition Date"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Under the circumstances of these cases, proper, timely, adequate and sufficient notice of the Motion, the Interim Hearing, and the Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the Motion, the Interim Hearing, or this Interim Order shall be

required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors' Stipulations.* In requesting use of their Cash Collateral and the other Prepetition ABL Collateral, and in exchange for and as a material inducement to the Prepetition ABL Secured Parties' agreement to permit consensual use of their Cash Collateral and the other Prepetition ABL Collateral, the Debtors acknowledge, represent, stipulate, and agree, subject to the challenge rights set forth in paragraph 30 below (but subject to the limitations thereon contained herein), as follows (collectively defined as the "Debtors' Stipulations"):

- a. *Prepetition ABL Credit Facility.* On May 30, 2017, BJS entered into that certain Revolving Credit and Guaranty Agreement (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement dated October 3, 2018, and further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated January 28, 2019, and as otherwise amended, supplemented, or modified prior to the date hereof, the "Prepetition ABL Credit Agreement," and further supplemented and modified by those certain Limited Waivers, dated as of June 2, 2020, June 12, 2020, and June 23, 2020, and together with all mortgage, security, pledge and guaranty agreements and all other Loan Documents (as defined in the Prepetition ABL Credit Agreement) and all other documentation executed by any Debtor in connection with any of the foregoing, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Loan Documents"), with JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Prepetition ABL Agent"), and the lenders party thereto (the "Prepetition ABL Lenders," and together with the Prepetition ABL Agent, the "Prepetition ABL Secured Parties").
- b. *Prepetition ABL Obligations.* As of the Petition Date, pursuant to the Prepetition ABL Loan Documents and applicable law, the Prepetition ABL Secured Parties hold valid, enforceable, secured, and allowable claims against the Debtors in an aggregate amount equal to \$101,550,000 plus any and all other accrued and unpaid interest, fees, expenses (including advisors fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Loan Documents), disbursements, charges, claims, indemnities and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the Prepetition ABL Loan Documents or applicable law, whether arising

before or after the Petition Date, including any “Obligations” (as defined in the Prepetition ABL Credit Agreement), of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors’ obligations under the Prepetition ABL Loan Documents (collectively defined as the “Prepetition ABL Obligations”).

- c. *Prepetition ABL Liens.* The Prepetition ABL Obligations are secured by continuing, legal, valid, binding, properly perfected, enforceable, non-avoidable first priority liens on and security interests in (the “Prepetition ABL Liens”) all of the “Collateral” as defined in the Prepetition ABL Credit Agreement (the “Prepetition ABL Collateral”), including all of the Debtors’ cash (including the cash in their deposit accounts and other accounts, wherever located, whether as original collateral or proceeds of other Prepetition ABL Collateral except for Excluded Property (as defined in the Prepetition ABL Credit Agreement)) that constitutes Cash Collateral (as defined below). As of the Petition Date, the aggregate book value of the Prepetition ABL Collateral exceeded the aggregate amount of the Prepetition ABL Obligations.

- d. *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* The Debtors acknowledge and agree that, as of the Petition Date: (i) the Prepetition ABL Liens on the Prepetition ABL Collateral were valid, binding, and enforceable in accordance with the terms of the applicable Prepetition ABL Loan Documents, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition ABL Liens were and remain senior in priority over any and all other liens on and security interests in the Prepetition ABL Collateral, subject only to (x) the Carve Out (as defined below) and (y) valid, perfected and unavoidable liens permitted under Section 7.01 of the Prepetition ABL Credit Agreement to the extent that such liens or security interests are senior to or *pari passu* with the Prepetition ABL Liens (including, for the avoidance of doubt, valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (a “Permitted Encumbrance”); (iii) the Prepetition ABL Obligations constituted legal, valid, binding and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents; (iv) no portion of the Prepetition ABL Obligations or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense

or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition ABL Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition ABL Liens.

- e. *Validity, Perfection, and Priority of Liens and Obligations under the CLMG Term Loan Agreement.* The Debtors acknowledge and agree that, as of the Petition Date: (i) the CLMG Secured Parties' (as defined below) liens on the CLMG Collateral (such liens, the "Prepetition CLMG Liens") were valid, binding, and enforceable in accordance with the terms of the CLMG Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the CLMG Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition CLMG Liens were and remain senior in priority over any and all other liens on and security interests in the CLMG Collateral (as defined below); (iii) the prepetition obligations owed to the CLMG Secured Parties under the CLMG Term Loan Agreement, including any "Obligations" as defined in the CLMG Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations (collectively, the "Prepetition CLMG Obligations") constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the CLMG Term Loan Agreement; (iv) no portion of the Prepetition CLMG Obligations or any payments made to the CLMG Secured Parties or applied to or paid on account of the obligations owing under the CLMG Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition CLMG Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition CLMG Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition CLMG Liens.

- f. *Validity, Perfection, and Priority of Liens and Obligations under the GACP Term Loan Agreement.* The Debtors acknowledge and agree that, as of the Petition Date: (i) the GACP Secured Parties’ (as defined below) liens on the GACP Collateral (such liens, the “Prepetition GACP Liens”) were valid, binding, and enforceable in accordance with the terms of the GACP Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the GACP Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition GACP Liens were and remain senior in priority over any and all other liens on and security interests in the GACP Collateral (as defined below); (iii) the prepetition obligations owed to the GACP Secured Parties under the GACP Term Loan Agreement, including any “Obligations” as defined in the GACP Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors’ obligations (collectively, the “Prepetition GACP Obligations”) constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the GACP Term Loan Agreement; (iv) no portion of the Prepetition GACP Obligations or any payments made to the GACP Secured Parties or applied to or paid on account of the obligations owing under the GACP Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition GACP Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition GACP Obligations, the priority of the Debtors’ obligations thereunder and the validity, extent, and priority of the Prepetition GACP Liens

5. *Cash Collateral.* For purposes of this Interim Order, the term “Cash Collateral” shall mean and include all “cash collateral,” as defined in section 363 of the Bankruptcy Code, in or on which the Prepetition ABL Secured Parties have a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests), and shall include, without limitation, all Prepetition ABL Collateral that is cash of the Debtors’ estates and all cash equivalents, whether in the form of negotiable instruments, documents of title, securities,

deposit accounts, commodity accounts, securities accounts, investment accounts, or in any other form, that were on the Petition Date in any of the Debtors' possession, custody or control (or persons in privity with any of the Debtors) or which present income, proceeds, products, rents, or profits of any of the Prepetition ABL Collateral, including to the extent the Debtors obtain an interest in such funds after the Petition Date in the case of each of the foregoing, except for any Excluded Property (as defined in the Prepetition ABL Credit Agreement). The Prepetition ABL Agent has, for the benefit of the Prepetition ABL Lenders, first-priority, perfected liens in the Cash Collateral pursuant to the applicable provisions of the Prepetition ABL Loan Documents, sections 363(a) and 552(b) of the Bankruptcy Code, and this Interim Order.

6. *Findings Regarding the Use of Cash Collateral and Prepetition ABL Collateral.*

- a. Good cause has been shown for the entry of this Interim Order.
- b. The Debtors have an immediate need to use the Prepetition ABL Collateral, including Cash Collateral to, among other things, fund the orderly sale of their assets, pay their operating expenses, and preserve the value of the Debtors' estates.
- c. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.
- d. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order have been the subject of extensive negotiations conducted in good faith and at arm's length among the Debtors, the Prepetition ABL Agent, and other Prepetition ABL Secured Parties and, pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Prepetition ABL Agent and the other Prepetition ABL Secured Parties are hereby found to be entities that have acted in "good faith" in connection with the negotiation and entry of this Interim Order, and each is entitled to the protection provided under section 363(m) of the Bankruptcy Code.
- e. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (d) and the Complex Case Procedures. Absent granting the interim relief sought by this Interim Order, the Debtors' estates could be immediately and irreparably harmed. The use of the

Prepetition ABL Collateral in accordance with this Interim Order is in the best interest of the Debtors' estates.

7. *Need for Limited Use of Cash Collateral.* The Debtors have an immediate and critical need to continue to use the Prepetition ABL Collateral (including Cash Collateral) in order to permit, among other things, the orderly sale of their assets, to make payroll, to satisfy other working capital and operational needs and fund the Chapter 11 Cases, in each such case in accordance with the terms of this Interim Order, including in accordance with the Budget (as defined below). The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition ABL Collateral is necessary to preserve and maintain the value of the Debtors' estates. Without the use of Cash Collateral, the Debtors would likely not have sufficient liquidity to continue to operate their organization and effectuate an orderly wind-down of the Debtors' businesses. Entry of this Interim Order will preserve the assets of each Debtor's estate and its value and is in the best interests of the Debtors, their creditors, and their estates. The Adequate Protection Liens, the Adequate Protection Superpriority Claims, the ABL Adequate Protection Payments, and the ABL Adequate Protection Fees and Expenses (each as defined herein) are consistent with and authorized by the Bankruptcy Code. Absent authorization to immediately access and use Cash Collateral, the Debtors, the estates, and their creditors would suffer immediate and irreparable harm.

8. *Consent by the Prepetition ABL Agent.* The Prepetition ABL Agent consents to the Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions contained in this Interim Order, which consent has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement) after receipt of notice and shall be deemed sufficient under the circumstances for purposes of this Interim Order. All use of Cash Collateral by the Debtors shall be consistent with the initial 7-day cash flow budget attached hereto

as **Exhibit 1**, as may be amended or replaced pursuant to paragraph 16 hereof (the “Budget”), subject to any Non-Conforming Use (as such term is defined below) permitted hereunder; provided, however, that the actual aggregate operating disbursements of the Debtors, tested every day commencing the date of entry of this Interim Order on a cumulative basis, shall not exceed the projected amount therefor set forth in the Budget for such applicable time period by more than 10% (any variance not exceeding the maximum amount, a “Permitted Variance”); provided that nothing herein shall operate as a limitation on the amount of professional fees a Professional Person may seek to be paid by the Debtors pursuant to an order of the Court, nor shall anything herein limit the Prepetition ABL Agent’s rights to oppose any request for payment of professional fees in excess of the Permitted Variance). Any transfer or use of Cash Collateral by the Debtors shall be conditioned upon the Debtors’ compliance with the Budget, including any Permitted Variances or Non-Conforming Uses. The Prepetition ABL Agent may (with the consent of the Required Lenders if the proposed amount is equal to or greater than \$1 million) agree in writing to the use of the Cash Collateral in a manner or amount which does not conform to the manner or amount, as applicable, set forth in the Budget (including, for the avoidance of doubt, any Permitted Variances) (each such approved non-conforming use of Cash Collateral, a “Non-Conforming Use”). If such written consent is given (which consent may be given through email by the Prepetition ABL Agent or the Prepetition ABL Agent’s counsel), the Debtors shall be authorized pursuant to this Interim Order to use Cash Collateral for any such Non-Conforming Use without further Court approval, and the Prepetition ABL Secured Parties shall be entitled to all of the protections specified in this Interim Order for any such Non-Conforming Use; provided that each such permitted Non-Conforming Use shall be deemed a modification to the Budget for all testing purposes. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim

Order, the Prepetition ABL Agent does not consent to the Debtors' use of, and the Debtors shall not be permitted to use, Cash Collateral for payment of costs attributable to the GACP Collateral or CLMG Collateral (each as defined below), including costs and expenses of preserving, or disposing of, the GACP Collateral or CLMG Collateral or incurred in connection with any sale of such GACP Collateral or CLMG Collateral.

9. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the Prepetition ABL Secured Parties are entitled to adequate protection of their interests in the Prepetition ABL Collateral, including the Cash Collateral, in an amount equal to the aggregate actual diminution in the value of the Prepetition ABL Secured Parties' interests in the Prepetition ABL Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the Prepetition ABL Collateral (including Cash Collateral, whether pursuant to the Budget or otherwise), the subordination of their liens on the Prepetition ABL Collateral and Adequate Protection Superpriority Claims (as defined herein) to the Carve Out pursuant to this Interim Order and the Prepetition ABL Loan Documents, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code ("ABL Diminution in Value").

10. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the CLMG Secured Parties are entitled to adequate protection of their interests in the CLMG Collateral, in an amount equal to the aggregate actual diminution in the value of the CLMG Secured Parties' interests in the CLMG Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the CLMG

Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. (“CLMG Diminution in Value”).

11. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the GACP Secured Parties are entitled to adequate protection of their interests in the GACP Collateral, in an amount equal to the aggregate actual diminution in the value of the GACP Secured Parties’ interests in the GACP Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the GACP Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. (“GACP Diminution in Value”).

12. *ABL Adequate Protection Claims and Liens.* The Prepetition ABL Secured Parties are hereby granted the following (collectively, the “ABL Adequate Protection Obligations”), solely to the extent of any ABL Diminution in Value; provided that the collateral set forth in this paragraph 11 shall not include assets or property (other than Prepetition ABL Collateral, including Cash Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors’ contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

- a. *ABL Adequate Protection Liens.* Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual ABL Diminution in Value (if any) of the Prepetition ABL Collateral, including Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by the Prepetition ABL Agent of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the Prepetition ABL Credit Agreement) or financing statements or other similar

documents, or the possession or control by the Prepetition ABL Agent of any Adequate Protection Collateral, the Prepetition ABL Agent is hereby granted for the ratable benefit of the Prepetition ABL Lenders, as security for the payment of the ABL Adequate Protection Obligations, subject and subordinate only to the Carve Out, the following security interests and liens (all such liens and security interests, the “ABL Adequate Protection Liens,” and all property identified in clauses (i) - (iii) below being collectively referred to as the “ABL Adequate Protection Collateral”):

- (i) First Priority ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, binding, continuing, enforceable, fully perfected, first priority (subject to subparagraph 10(b)) senior replacement liens on and security interests in and upon (a) all Prepetition ABL Collateral, and (b) all assets and properties of the Debtors’ estates other than (i) the CLMG Collateral (as defined below), (ii) the GACP Collateral (as defined below), and (iii) those assets and properties that are subject to any other (x) valid, perfected, non-avoidable, and enforceable liens in existence on or as of the Petition Date or (y) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, whether now owned or hereafter acquired, including, without limitation, all personal and real property of the Debtors’ estates and all products, proceeds, rents, and profits thereof that, from and after the Petition Date, is not subject to any lien or security interest, if any, including upon entry of the Final Order, the proceeds of any claims and causes of action of the Debtors (but not on the actual claims and causes of action) arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (collectively, the “Avoidance Actions”) (the foregoing liens being collectively referred to as the “First Priority ABL Adequate Protection Liens”).
- (ii) ABL Adequate Protection Liens Junior to Certain Existing Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-avoidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and post-petition property of the Debtors’ estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation, the liens of (i) GACP Finance Co., LLC (“GACP”), as administrative agent and collateral agent under the Term Loan Credit and Guaranty Agreement, dated as of January 28, 2019, by and among BJS, GACP, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise

modified from time to time, the “GACP Term Loan Agreement”), which encumber the “Collateral” as defined therein (the “GACP Collateral”) and (ii) CLMG Corp. (“CLMG”), as administrative agent and collateral agent under the Credit Agreement, dated as of December 31, 2019, by and among BJS, CLMG, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “CLMG Term Loan Agreement”), which encumber the “Collateral” as defined therein (the “CLMG Collateral”) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of the Prepetition ABL Agent (the foregoing liens being collectively referred to as the “Junior ABL Adequate Protection Liens”).

- (iii) ABL Adequate Protection Liens Senior to Prepetition ABL Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the Prepetition ABL Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.
- b. *Status of the ABL Adequate Protection Liens.* Subject in all respects to the Carve Out, the Adequate Protection Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(iii) of this paragraph 11, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.
- c. *Enforceability.* Subject in all respects to the Carve Out, the ABL Adequate Protection Liens shall not be subject to sections 506(c) (upon entry of the Final Order), 510, 549, 550, or 551 of the Bankruptcy Code. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors’ Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors’ Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a “Successor Case”).
- d. *Adequate Protection Superpriority Claims.* The ABL Adequate Protection Obligations due to the Prepetition ABL Agent shall constitute allowed

superpriority administrative expense claims against the Debtors in the amount of any Diminution in Value of the Prepetition ABL Collateral, including Cash Collateral, as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in these Chapter 11 Cases or any Successor Case (the “ABL Adequate Protection Superpriority Claims”), subject and subordinate only to the Carve Out (as defined herein).

13. *ABL Additional Adequate Protection.* As additional adequate protection to the Prepetition ABL Agent and the Prepetition ABL Secured Parties:

- a. *Payment of Prepetition and Postpetition Interest.* The Debtors shall pay to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders all accrued and unpaid interest (including, for the avoidance of doubt, interest accruing and becoming due after the Petition Date) at the non-default rates and consistent with the ordinary course interest payment dates set forth in the Prepetition ABL Credit Agreement (the “ABL Adequate Protection Payments”).
- b. *Payment of Prepetition ABL Agent Fees and Expenses.* As additional adequate protection, the Prepetition ABL Agent shall receive from the Debtors, for the benefit of the Prepetition ABL Lenders, current cash payments of all reasonable and documented prepetition and postpetition fees and expenses payable to the Prepetition ABL Secured Parties under the Prepetition ABL Loan Documents, including, but not limited to, the reasonable and documented prepetition and postpetition fees and disbursements of legal counsel, financial advisors, and other consultants (the “ABL Adequate Protection Fees and Expenses”). Payment of all such professional fees and expenses shall not be subject to allowance by the Court but shall be subject to the following process. At the same time such invoices are delivered to the Debtors, the professionals for the Prepetition ABL Secured Parties shall deliver a copy of their respective invoices to counsel for any official committee appointed in these cases pursuant to section 1102 of the Bankruptcy Code (a “Creditors’ Committee”) and the office of the United States Trustee (the “U.S. Trustee”). The invoices for such fees and expenses shall not be required to comply with any U.S. Trustee guidelines related to the payment of fees and expenses of retained estate professionals, may be in summary form only, and shall not be subject to application or allowance by the Court. Any objections raised by the

Debtors, the U.S. Trustee, or the Creditors' Committee with respect to such invoices within ten (10) days of receipt thereof (the "Invoice Review Period") will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such invoice shall be paid by the Debtors within three (3) days of the expiration of the Invoice Review Period. Except as otherwise ordered by the Court in the event an objection is timely filed, such fees and expenses shall not be subject to any setoff, defense, claim, counterclaim, or diminution of any type, kind, or nature whatsoever.

- c. *Other Covenants.* The Debtors shall maintain their cash management system in a manner consistent with this Interim Order, and any order of this Court approving the maintenance of the Debtors' cash management system. The Debtors shall not use, sell, or lease any material assets outside the ordinary course of business, or seek authority to this Court to do any of the foregoing, without prior consultation with the Prepetition ABL Agent at least seven (7) days prior to the date on which the Debtors seek authority of this Court for such use, sale, or lease. The Debtors shall comply with the covenants contained in section 6.07 of the Prepetition ABL Credit Agreement regarding the maintenance and insurance of the Prepetition ABL Collateral and the Adequate Protection Collateral.

14. *CLMG Adequate Protection Claims and Liens.* CLMG in its capacity as administrative agent (the "CLMG Agent"), and the lenders party thereto (the "CLMG Lenders," and together with the CLMG Agent, the "CLMG Secured Parties") are hereby granted the following (collectively, the "CLMG Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any CLMG Diminution in Value; provided that the collateral set forth in this paragraph 13 shall not include assets or property (other than CLMG Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

- a. *CLMG Adequate Protection Liens.* Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual CLMG Diminution in Value (if any) of the CLMG Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by CLMG of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the CLMG Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by CLMG of any Adequate Protection Collateral, CLMG is hereby granted, as security for the payment of the CLMG Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the “CLMG Adequate Protection Liens,” and together with the ABL Adequate Protection Liens, the “Adequate Protection Liens”):
 - (i) CLMG Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors’ estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect the CLMG Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of CLMG (the foregoing liens being collectively referred to as the “Junior CLMG Adequate Protection Liens”).
 - (ii) Adequate Protection Liens Senior to Prepetition CLMG Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the CLMG Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.
- b. *Status of the CLMG Adequate Protection Liens.* The CLMG Adequate Protection Liens shall be *pari passu* with the GACP Adequate Protection Liens and junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security

interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 13, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

- c. *Enforceability.* The CLMG Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The CLMG Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

15. *GACP Adequate Protection Claims and Liens.* GACP, in its capacity as administrative agent (the "GACP Agent"), and the lenders party thereto (the "GACP Lenders," and together with the GACP Agent, the "GACP Secured Parties") are hereby granted the following (collectively, the "GACP Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any GACP Diminution in Value; provided that the collateral set forth in this paragraph 13 shall not include assets or property (other than GACP Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

- a. *GACP Adequate Protection Liens.* Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual GACP Diminution in Value (if any) of the GACP Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by GACP of security agreements, control

agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the GACP Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by GACP of any Adequate Protection Collateral, GACP is hereby granted, as security for the payment of the GACP Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the “GACP Adequate Protection Liens,” and together with the ABL Adequate Protection Liens, the “Adequate Protection Liens”):

- (i) GACP Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors’ estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect the GACP Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of GACP (the foregoing liens being collectively referred to as the “Junior GACP Adequate Protection Liens”).
 - (ii) Adequate Protection Liens Senior to Prepetition GACP Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the GACP Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.
- b. *Status of the GACP Adequate Protection Liens.* The GACP Adequate Protection Liens shall be *pari passu* with the CLMG Adequate Protection Liens and junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 13, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and

whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

- c. *Enforceability.* The GACP Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The GACP Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

16. *Reporting.* As adequate protection for the Debtors' use of the Prepetition ABL Collateral (including Cash Collateral), the Debtors shall comply with the reporting requirements set forth in the Prepetition ABL Loan Documents, provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent. For the avoidance of doubt, any forecast and financial reporting requirements under this Cash Collateral Order shall replace and be in lieu of any similar requirements under the Prepetition ABL Loan Documents. The Debtors shall provide the following additional reporting to the Prepetition ABL Agent:

- a. subject to entry of a further interim order or the Final Order, on or before 5:00 p.m. (Central Time) on every fourth Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the fourth Thursday following the entry of this Interim Order or such time period as otherwise agreed, until earlier of (i) confirmation of a chapter 11 plan by the Debtors or (ii) the repayment of the Prepetition ABL Obligations indefeasibly in full in cash, an updated Budget with respect to the Debtors for the current calendar week then ended and the immediately following consecutive 12 weeks (collectively, 13 weeks), set forth on a weekly basis. Each proposed Budget provided to the Prepetition ABL Agent shall be of no force and effect unless and until it is approved by the Prepetition ABL Agent, which approval has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement), and, until such approval is given, the prior Budget shall remain in effect. Any such proposed Budget, upon the approval of the Prepetition ABL Agent shall become, as of the date of such approval or such

determination (and the Prepetition ABL shall be deemed to have approved the Budget upon the passage of five (5) days with no objection) and for the period of time covered thereby, the Budget, and shall prospectively replace any prior Budget. If the Debtors and the Prepetition ABL Agent are unable to agree on a proposed Budget's terms, the Debtors reserve the right to seek an expedited hearing with the Court to resolve such disagreement. In that event, the Prepetition ABL Agent shall not oppose the request for expedited consideration provided that any such hearing is held on not less than 48 hours' notice to the Prepetition ABL Agent. In the event of any dispute regarding the terms of a Budget, the Debtors and the Prepetition ABL Agent reserve any and all rights under the Bankruptcy Code or applicable law;

- b. subject to entry of a further interim order or the Final Order, on or before 5:00 p.m. (Central Time) on every Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the first Thursday following the entry of this Interim Order, the Debtors shall deliver to the Prepetition ABL Agent, on a line-by-line basis, a reconciliation report showing the variances comparing actual cash receipts and disbursements of the Debtors during the immediately-preceding calendar week with corresponding forecasted amounts for such week in the Budget, including written descriptions in reasonable detail explaining any material positive or negative variances;
- c. all financial reports, forecasts and all other financial documentation, pleadings and other filings that are reasonably requested by the Prepetition ABL Agent or its representatives and agents, including, but not limited to (i) any appraisals conducted by Hilco, GACP, or any other party, (ii) any other materials that may value the Debtors' intellectual property or real estate assets; (iii) weekly updates on the asset sale process, and (iv) weekly Frac Fleet updates;
- d. in addition to, and without limiting, whatever rights to access the Prepetition ABL Agent has under the Prepetition ABL Loan Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall (a) permit representatives of the Prepetition ABL Agent to visit and inspect any of their respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and (b) cause their representatives and agents to make themselves reasonably available to discuss the Debtors' affairs, financial condition, properties, business, operations and accounts with the representatives and agents of the Prepetition ABL Agent.

17. *Carve Out.*

- a. *Carve Out.* As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office

of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Creditors’ Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the Prepetition ABL Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (the “Pre-Carve Out Trigger Professional Fees”); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed the amount equal to \$1 million less the Pre-Carve Out Trigger Professional Fees incurred after the first business day following delivery by the Prepetition ABL Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the Prepetition ABL Agent to the Debtors, the Debtors’ lead restructuring counsel, the U.S. Trustee, and counsel to the Creditors’ Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined below) and upon termination of the Debtors’ right to use Cash Collateral by the Prepetition ABL Secured Parties, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

- b. *Fee Estimates.* Subject to entry of a further interim order or the Final Order, not later than 7:00 p.m. New York time on the Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the preceding week by such Professional Person (through Saturday of such week, the “Calculation Date”) (collectively, “Estimated Fees and Expenses”), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a “Weekly Statement”); provided, that within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the “Final Statement”) setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent

Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the Prepetition ABL Agent). Subject to entry of a further interim order or the Final Order, if any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person.

c. *Carve Out Reserves.*

- (i) Subject to entry of a further interim order or the Final Order, commencing with the week ending on the first Friday after entry of such interim order or the Final Order,³ and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the greater of (x) (i) for the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of all Estimated Fees and Expenses reflected in all Weekly Statements delivered to the Debtors and the Prepetition ABL Agent between the Petition Date and the immediately prior Wednesday and (ii) for all weeks after the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the Prepetition ABL Agent, and (y) (i) for the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during all prior weeks of the case and (ii) for all weeks after the week ending on the First Friday after entry of a further interim order or the Final Order, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during such week.
- (ii) On the day on which a Carve Out Trigger Notice is given by the Prepetition ABL Agent to the Debtors with a copy to counsel to any

³ For the avoidance of doubt, should the Prepetition Agent or Administrative Agent deliver a Carve Out Trigger Notice prior to this date, the Debtors shall utilize all cash on hand to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees and any other reserves contemplated by this Interim Order.

Creditors' Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to and the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Agent for the benefit of the Prepetition ABL Secured Parties, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Upon the foregoing funding, the Prepetition ABL Agent and Prepetition ABL Secured Parties shall have no further obligation to fund the Pre-Carve Out Trigger Notice Reserve or Post-Carve Out Trigger Notice Reserve or subordinate their liens and claims on account of any Allowed Professional Fees.

- d. *Application to Carve Out Reserves.* All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Secured Parties in accordance with their rights and priorities under applicable law, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 17(b), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable

amount set forth in this paragraph 17(a), prior to making any payments to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, or any of the Debtors' creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the Prepetition ABL Secured Parties shall not, and shall not direct any entity to, sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, for application in accordance with the Prepetition ABL Loan Documents. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the Prepetition ABL Loan Documents) or increase or reduce the Prepetition ABL Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in any Prepetition ABL Loan Documents, the Carve Out shall be senior to all liens and claims securing the Prepetition ABL Collateral, the ABL Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the Prepetition ABL Obligations.

- e. *Payment of Allowed Professional Fees Prior to the Termination Declaration Date.* Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.
- f. *No Direct Obligation to Pay Allowed Professional Fees.* None of the Prepetition ABL Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition ABL Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.
- g. *Payment of Carve Out On or After the Termination Declaration Date.* Any payment or reimbursement made on or after the occurrence of the

Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for dollar basis.

18. *Termination.* The Debtors' right to use Cash Collateral shall terminate (the date of any such termination, the "Termination Date"), without prior order of this Court or any further action by the Prepetition ABL Secured Parties (i) automatically at 11:59 p.m. (prevailing Eastern Time) on July 27, 2020, if the Debtors and Prepetition ABL Secured Parties have not reached agreement on a replacement Budget or (ii) five (5) business days following the delivery of a written notice (a "Default Notice") by the Prepetition ABL Agent to Kirkland & Ellis LLP (any such five (5) business-day period of time, the "Default Notice Period") of the occurrence of any of the events set forth in clauses (a) through (k) below (unless cured by the Debtors or waived by the Prepetition ABL Administrative Agent, with the consent of the Required Lenders, in writing (with email being sufficient) prior to expiration of the Default Notice Period); provided that, if a hearing to consider any appropriate relief in connection with delivery of the Default Notice or continued use of Cash Collateral (as may be held on an expedited basis) is requested to be heard within such five (5) business day period but is scheduled for a later date by the Court, the Default Notice Period shall be automatically extended to the date of such hearing (the events set forth in clauses (a) through (k) below are collectively referred to herein as the "Termination Events");

- a. the failure to obtain entry of the Final Order on or before thirty-five (35) days after the entry of this Interim Order (unless such period is extended by mutual agreement between the Prepetition ABL Agent and the Debtors, which extension may be documented by email) if the Final Order has not been entered by this Court on or before such date (provided that such thirty-five (35)-day period shall be automatically extended by five (5) days to the extent it is not reasonably feasible to hold and conclude a final hearing (if necessary) prior to the expiration of such thirty-five (35)-day period as a result of the closure of the Court due to the events or circumstances surrounding the virus known as COVID-19, and the Prepetition ABL Lenders and the Prepetition ABL Agent shall be deemed to have automatically agreed to such extension);

- b. any Debtor's failure to comply with any of the material terms or conditions of this Interim Order, including, but not limited to, (i) the use of Cash Collateral for any purpose other than as permitted in this Interim Order, (ii) failure to comply with the Budget (including any distributions in excess of the Permitted Variance that have not been resolved and approved, in writing, by the Prepetition ABL Agent), or (iii) failure to comply with the reporting requirements set forth in this Interim Order; provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent;
- c. the failure of the Debtors to make any payment under this Interim Order to the Prepetition ABL Agent within three (3) business days after such payment becomes due, other than payments required pursuant to paragraph 13(b) of this Interim Order, which payments shall be made as required therein;
- d. this Interim Order ceases, for any reason (other than by reason of the express written agreement by the Prepetition ABL Agent, which agreement has been supported or unopposed by the Required Lenders, or the supersession of this Interim Order by the Final Order), to be in full force and effect in any material respect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this Interim Order cease in any material respect to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;
- e. the Court shall have entered an order reversing, amending, supplementing, staying, vacating, or otherwise modifying this Interim Order in a manner materially adverse to the Prepetition ABL Secured Parties without the prior written consent of the of the Prepetition ABL Agent, which consent may be provided by electronic mail;
- f. the date an application, motion, or other pleading is filed by the Debtors for the approval of, or the date the Court shall have entered an order recognizing or granting, any superpriority claim or any lien in these Chapter 11 Cases that is *pari passu* with or senior to the ABL Adequate Protection Superpriority Claims or the ABL Adequate Protection Liens without the prior written consent of the Prepetition ABL Secured Parties (other than the Carve Out);
- g. the date any of the Debtors files any pleading or commences any action against the Prepetition ABL Secured Parties challenging the validity or enforceability of the Prepetition ABL Obligations or the Prepetition ABL Liens or seeking to avoid, disallow, subordinate, or recharacterize any claim, lien, or interest held by any of the Prepetition ABL Secured Parties

arising under or related to the Prepetition ABL Obligations (or if the Debtor supports any such motion, pleading, application or adversary proceeding commenced by any third party); provided that if the Debtors provide any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 18(g);

- h. the date any of the Debtors file or otherwise support any motion, pleading, or other document, including a chapter 11 plan, that (i) seeks to amend, modify, or supplement this Interim Order, or (ii) otherwise materially, negatively affects the Prepetition ABL Secured Parties, without the prior written consent of the Prepetition ABL Agent; provided, that the consent of the Prepetition ABL Agent shall not be required if, pursuant to a chapter 11 plan, the Prepetition ABL Obligations and Adequate Protection Obligations are indefeasibly paid in full in cash on the effective date of such plan.
- i. the date any of the Debtors file a motion seeking an order, or the date any court of competent jurisdiction enters an order, dismissing the Chapter 11 Cases, converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, appointing a trustee, responsible officer, or examiner with expanded powers relating to the operation of the organization in the Chapter 11 Cases, or terminating the Debtors' exclusivity under Bankruptcy Code section 1121, unless consented to in writing by the Prepetition ABL Agent, which consent has been approved or unopposed by the Required Lenders;
- j. the filing of any pleading by any Debtor in support of (in any such case by way of any motion or other pleading filed with the Court or any other writing to another party in interest executed by or on behalf of any such Debtor) any other person's opposition to any motion filed in the Court by the Prepetition ABL Agent or the Prepetition ABL Lenders seeking confirmation of the amount of its claims or the validity or enforceability of the Prepetition ABL Liens or the Adequate Protection Liens, except with regard to good faith disputes over the payment of expenses and fees, provided that if the Debtors provided any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 18(j);
- k. the Court shall have entered an order granting relief from the automatic stay (without the consent of the Prepetition ABL Lenders) to the holder or holders of any security interest to permit foreclosure (or the granting of a deed *in lieu* of foreclosure or the like) on any of the Prepetition ABL Collateral or Adequate Protection Collateral on which the Prepetition ABL Lenders have a first-priority security interest, which has an aggregate value in excess of \$50,000; provided however, that to the extent such lien can be satisfied by amounts contemplated to pay prepetition liens in the Budget, any relief granted on account of such liens shall not trigger a Termination Event.

19. *Rights and Remedies upon Termination Event.* Except as otherwise ordered by the Court, following the expiration of the Default Notice Period, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order, any Adequate Protection Obligations determined by the Court to be due and owing as of the delivery of the Termination Notice, if any, shall become due and payable and/or the Prepetition ABL Secured Parties shall be entitled to exercise their rights and remedies. Prior to exercising the remedies set forth in this sentence below, the Prepetition ABL Secured Parties shall be required to file a motion with the Court seeking emergency relief (the “Stay Relief Motion”) on no less than five (5) business days’ written notice, which notice period may be concurrent with the Default Notice Period, to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Creditors’ Committee (if any), and (iv) the U.S. Trustee for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the Prepetition ABL Secured Parties to exercise their rights and remedies against the Prepetition ABL Collateral or Adequate Protection Collateral to the extent available in accordance with the applicable Prepetition ABL Loan Documents, this Interim Order, or applicable law, including (x) setting-off amounts in any account of the Debtors maintained with the Prepetition ABL Agent or Prepetition ABL Lenders with respect to which the Prepetition ABL Agent controls pursuant to a deposit account control agreement to the extent necessary for payment of the Adequate Protection Obligations determined by the Court to be due and payable as of the delivery of the Termination Notice and (y) foreclosing upon and selling all or a portion of the Prepetition ABL Collateral or Adequate Protection Collateral in order to collect the Adequate Protection Obligations. Upon the Court’s ruling on the Stay Relief Motion, the Court may fashion an appropriate remedy upon a determination that a Termination Event occurred, including that the

Prepetition ABL Agent shall be entitled to exercise all rights and remedies with respect to the Collateral provided for in this Interim Order, including the right to foreclose on or otherwise exercise its rights with respect to all or any portion of the Collateral, as permitted by the Court. Upon the occurrence of the delivery of a Default Notice, the Debtors, the Prepetition ABL Agent, and each Prepetition ABL Secured Party consent to a hearing on an expedited basis to consider whether (a) a Termination Event has occurred and (b) any other appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral). During the Default Notice Period, the Debtors shall be entitled to continue to use the Cash Collateral in accordance with the terms of the Budget and this Interim Order. Notwithstanding anything to the contrary herein, upon a Termination Event, the delivery of a Default Notice, the expiration of the Default Notice Period, or the occurrence of the Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition ABL Secured Parties under this Interim Order shall survive. Except as otherwise provided herein or ordered by the Court, neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit the exercise, enjoyment and enforcement of any rights, benefits, privileges and remedies set forth in this paragraph.

20. *Modification of Automatic Stay.* Except as provided in paragraph 15 herein, the automatic stay under section 362(a) of the Bankruptcy Code is hereby modified to the extent necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the Prepetition ABL Secured Parties may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Prepetition ABL

Secured Parties under this Interim Order; (d) authorize the Debtors to pay, and the Prepetition ABL Secured Parties to retain and apply, any payments made in accordance with the terms of this Interim Order; and (e) permit the Prepetition ABL Secured Parties, subject to the terms of this Interim Order, to exercise all rights and remedies provided for hereunder; provided that during the Default Notice Period, unless otherwise ordered by the Court, the automatic stay under section 362 of the Bankruptcy Code shall remain in effect.

21. *Limitation on Charging Expenses Against Collateral.* Subject only to and effective upon entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the Prepetition ABL Secured Parties, or any of the Prepetition ABL Obligations, the Carve Out, or the Prepetition ABL Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition ABL Agent, which consent is approved or unopposed by the Required Lenders. Subject to the Carve Out, nothing contained in this Interim Order shall be deemed a consent by the Prepetition ABL Agent to any charge, lien, assessment, or claim against the Prepetition ABL Collateral, or the Adequate Protection Liens, or otherwise, and no action, inaction or acquiescence by the Prepetition ABL Agent shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition ABL Secured Parties, the Prepetition ABL Obligations, or the Prepetition ABL Collateral. Notwithstanding the foregoing and for the avoidance of doubt, the Debtors and the Prepetition ABL Secured Parties reserve all rights to seek to surcharge costs and expenses of administration against GACP, the GACP Collateral, CLMG and the CLMG Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.

22. *Section 552(b) of the Bankruptcy Code.* Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and no person may assert an “equities of the case” claim under section 552(b) of the Bankruptcy Code against the Prepetition ABL Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition ABL Collateral o.

23. *Payments Free and Clear.* Subject and subordinate to the Carve Out, any and all proceeds remitted to the Prepetition ABL Agent pursuant to the terms of this Interim Order or any subsequent order of this Court shall be irrevocable (subject to paragraphs 21 and 26 of this Interim Order), received free and clear of any claim, charge, assessment, or other liability, including, without limitation, but subject to entry of the Final Order, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552(b) of the Bankruptcy Code.

24. *All Parties’ Reservation of Rights.* All parties reserve their rights to argue that, to the extent that any cash payment of interest, fees, and expenses as adequate protection to the Prepetition ABL Secured Parties, the CLMG Secured Parties, or the GACP Secured Parties is not allowed under section 506(b) of the Bankruptcy Code and not allowed on any other basis (including, without limitation, (i) on account of the Debtors’ use of Prepetition ABL Collateral, CLMG Collateral, or GACP Collateral and (ii) that there has been ABL Diminution in Value, CLMG Diminution in Value, or GACP Diminution in Value), such payments should be recharacterized and applied as payments of principal owed under the applicable Prepetition ABL Loan Document, under the CLMG Term Loan Credit Agreement, or under the GACP Term Loan Credit Agreement, as applicable.

25. *Debtors' Reservation of Rights.* Notwithstanding anything to the contrary in this Interim Order, the entry of this Interim Order and the grant of adequate protection to the Prepetition ABL Secured Parties and the Prepetition ABL Agent pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority (at any time) to use Cash Collateral and the Prepetition ABL Collateral without the consent of the Prepetition ABL Secured Parties, and the Prepetition ABL Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person.

26. *No Marshaling.* Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition ABL Collateral, and proceeds of the Prepetition ABL Collateral shall be received and applied pursuant to this Interim Order and the Prepetition ABL Loan Documents notwithstanding any other agreement or provision to the contrary. Subject to the Carve Out, without limiting the generality of the immediately preceding sentence, no party shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the Prepetition ABL Collateral after a Termination Event.

27. *Continuation of Prepetition ABL Liens.* Subject to the rights set forth in paragraph 29, until the Prepetition ABL Secured Parties are Paid in Full, all liens and security interests of the Prepetition ABL Secured Parties (including, without limitation, the Adequate Protection Liens) shall remain valid and enforceable with the same continuing priority as described herein. The term “Paid in Full” or “Payment in Full” means except as otherwise agreed to by, the Prepetition Secured Parties (including through entry of an order confirming a chapter 11 plan reasonably

acceptable to the Prepetition Secured Parties), all of the Prepetition ABL Obligations and Adequate Protection Obligations have been indefeasibly paid in full in cash and completely satisfied (including the cash collateralization of any letters of credit) and all Commitments (as defined in the Prepetition ABL Credit Agreement) have been terminated.

28. *Continuation of Prepetition CLMG Liens.* Until the Prepetition CLMG Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release liens), all liens and security interests of the CLMG Secured Parties shall remain valid and enforceable with the same continuing priority as described herein.

29. *Continuation of the Prepetition GACP Liens.* Until the Prepetition GACP Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release liens), all liens and security interests of the GACP Secured Parties shall remain valid and enforceable with the same continuing priority as described herein

30. *Perfection of ABL Adequate Protection Liens.*

- a. The Prepetition ABL Secured Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to validate and perfect the ABL Adequate Protection Liens; provided, however, that the Prepetition ABL Secured Parties may not take any aforementioned action to file or record such instruments against the CLMG Collateral or GACP Collateral. Whether or not the Prepetition ABL Secured Parties shall, each, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments, or take possession of or control over any cash, securities or any other property of the Debtors, or take any action that otherwise may be required under federal, state or local law in any jurisdiction to validate and perfect a security interest or lien, in any such case, the ABL Adequate Protection Liens shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), at the time and on the date of entry of this Interim Order or thereafter. Upon the reasonable request of any of the Prepetition ABL Secured Parties, the

Prepetition ABL Secured Parties and the Debtors, without any further consent of any party, are authorized to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the Prepetition ABL Secured Parties to further validate, perfect, preserve and enforce the ABL Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

- b. A certified copy of this Interim Order (or the notice of the filing hereof) may, in the discretion of the Prepetition ABL Secured Parties, be filed with or recorded in filing or recording offices in addition to or *in lieu* of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order or notice for filing and/or recording, as applicable. The automatic stay of section 362(a) of the Bankruptcy Code shall be, and hereby is deemed, modified to the extent necessary to permit the Prepetition ABL Secured Parties to take all actions, as applicable, referenced in this paragraph 30(a) and 30(b).

31. *Effect of Stipulations on Third Parties.* Each of the Debtors' Stipulations and each of the Debtors' other admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these cases (including a Creditors' Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors (a "Trustee"), in all circumstances and for all purposes unless: (a) any party in interest (including any Trustee), with requisite standing, has duly filed an adversary proceeding or contested matter, as required under the Bankruptcy Rules (subject in either case to the limitations contained herein, including without limitation, in paragraph 32), challenging the validity, enforceability, priority, or extent of the Prepetition ABL Obligations, the liens on the Prepetition ABL Collateral securing the Prepetition ABL Obligations, the Prepetition CLMG Obligations, the CLMG Collateral, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or

causes of action, objections, contests or defenses (collectively, the “Claims and Defenses”) against the Prepetition ABL Agent, any of the other Prepetition ABL Secured Parties, or the CLMG Secured Parties or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with any matter related to the Prepetition ABL Obligations, the Prepetition ABL Collateral, the Prepetition CLMG Obligations, or the CLMG Collateral (as applicable) by no later than the date that is (i) the earlier of (A) seventy (75) days after the date of entry of this Interim Order (or, in the case of any official committee appointed in these Cases, sixty (60) days from the date such committee is appointed (the “Committee Challenge Deadline”)), (B) the effective date of a confirmed chapter 11 plan, or (C) any such later date as has been ordered by the Court for cause upon a motion filed and served prior to the expiration of the deadline to commence a challenge (such time period, the “Challenge Period”), and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; provided that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition ABL Obligations, Prepetition CLMG Obligations, and the Prepetition GACP Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 case; (y) the Prepetition ABL Agent’s liens on the Prepetition ABL Collateral, CLMG’s liens on the CLMG Collateral, and GACP’s liens on the GACP Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected and of the priority specified in paragraph 4(d), not subject to defense, counterclaim,

recharacterization, subordination or avoidance; and (z) the Prepetition ABL Obligations, the Prepetition ABL Agent's liens on the Prepetition ABL Collateral, the other Prepetition ABL Secured Parties; the Prepetition CLMG Obligations, CLMG's liens on the CLMG Collateral, and the other CLMG Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors); and the Prepetition GACP Obligations, GACP's liens on the GACP Collateral, and the other GACP Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors), shall not be subject to any other or further challenge by any party in interest, and any such party in interest shall be enjoined from seeking to exercise the rights of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, the stipulations and admissions contained in this Interim Order, including without limitation, in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any person, including any Trustee, except as to any such findings and admissions that were expressly and successfully challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any person, including a Trustee, standing or authority to pursue any cause of action belonging to the Debtors or their estates. In the event that there is a timely successful challenge brought pursuant to this paragraph 28, the Court shall retain jurisdiction to fashion an appropriate remedy.

32. *Limitation on Use of Collateral.* Subject to the Carve Out, notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Prepetition

ABL Collateral, proceeds, products, or offspring of any of the foregoing or any portion of the Carve Out may be used to (except to the extent otherwise expressly agreed in writing by the Prepetition ABL Agent in response to a written request from the Debtors specifying the proposed use) pay any claims for services rendered by any of the professionals retained by the Debtors, any creditor or party in interest, any committee (including any Creditors' Committee), any Trustee, or any other person, party, or entity (or to pay any professional fees and disbursements in connection therewith) to: (a) apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Prepetition ABL Collateral and Cash Collateral, or any portion thereof that are senior to, or on parity with, the Prepetition ABL Liens, unless the Prepetition ABL Obligations, and claims granted to the Prepetition ABL Secured Parties under this Interim Order, as applicable, have been Paid in Full or otherwise agreed to in writing by the Prepetition ABL Secured Parties; (b) prevent, hinder or otherwise delay the Prepetition ABL Secured Parties' assertion, enforcement or realization on the Prepetition ABL Collateral, including Cash Collateral, and liens, claims and rights granted to the Prepetition ABL Secured Parties under this Interim Order, in accordance with the Prepetition ABL Loan Documents or this Interim Order; (c) seek to modify any of the rights and remedies granted to the Prepetition ABL Secured Parties under this Interim Order or the Prepetition ABL Loan Documents; (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are provided for in the Budget and approved by an order of this Court that is in form and substance reasonably satisfactory to the Prepetition ABL Agent; (f) subject to paragraph 24, investigate, assert, join, commence, support or prosecute any action or claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against the Prepetition ABL Secured Parties or their respective officers, directors, employees, agents,

attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any avoidance actions or other actions arising under chapter 5 of the Bankruptcy Code, (ii) any action relating to any act, omission, or aspect of the relationship between the Prepetition ABL Secured Parties, on the one hand, and the Debtors or any of their affiliates, on the other, (iii) any action with respect to the validity and extent of the Prepetition ABL Obligations, or the validity, extent, and priority of the Prepetition ABL Liens or the Adequate Protection Liens, (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition ABL Liens or the Adequate Protection Liens granted under this Order, (v) except to contest the occurrence of a Termination Event as permitted in paragraph 18, any action that has the effect of preventing, hindering or delaying (whether directly or indirectly) the Prepetition ABL Secured Parties in respect of their liens and security interests in the Cash Collateral or the Prepetition ABL Collateral, (vi) pay any fees or similar amounts to any person to purchase the Prepetition ABL Secured Parties' interests in any of the Debtors' assets without the prior written consent of the Prepetition ABL Secured Parties, unless such person consummates or otherwise closes the purchase of the Prepetition ABL Secured Parties' interests in any of the Debtors' assets, or (vii) use or seek to use Cash Collateral unless otherwise permitted hereby, without the prior written consent of the Prepetition ABL Secured Parties; or (g) for objecting to, contesting, delaying, preventing, hindering or otherwise interfering in any way with the exercise of rights or remedies by the Prepetition ABL Secured Parties with respect to any Prepetition ABL Collateral, including Cash Collateral, after the occurrence of an Termination Event, except as otherwise permitted hereby; provided that, notwithstanding anything to the contrary in this paragraph, any Creditors' Committee may use Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof to solely investigate, but not to prepare,

initiate, litigate, prosecute, object to, or otherwise challenge (i) the claims and liens of the Prepetition ABL Secured Parties and (ii) potential claims, counterclaims, causes of action, or defenses, including the Claims and Defenses, against the Prepetition ABL Secured Parties; provided further that no more than an aggregate of \$50,000 of the Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof may be used by any Creditors' Committee, in respect of the investigations set forth in the preceding proviso (the "Investigation Budget").

33. *Release.* The release, discharge, waivers, settlements, compromises, and agreements set forth in this paragraph shall be deemed effective upon entry of this Interim Order and subject only to the challenge rights set forth in paragraph 31 above. The Debtors forever and irrevocably: (a) release, discharge, and acquit the Prepetition ABL Secured Parties and their affiliates and each of their and their affiliates' respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, and predecessors in interest (each, a "Prepetition Releasee") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type arising prior to the Petition Date, including, without limitation, any claims arising from any actions relating to any aspect of the relationship between the Prepetition ABL Secured Parties and the Debtors and their affiliates including any equitable subordination claims or defenses, with respect to or relating to the Prepetition ABL Obligations, the Prepetition ABL Liens, the Prepetition ABL Loan Documents, the Debtors' attempts to restructure the Prepetition ABL Obligations, any and all claims and causes of action arising under title 11 of the United States Code, and any and all claims regarding the validity, priority, perfection or avoidability of the liens or secured claims of the Prepetition ABL Secured Parties, in respect of events that occurred on or prior to the date

hereof; and (b) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and non-avoidability of the Prepetition ABL Obligations, the Prepetition ABL Liens. Nothing in this Interim Order shall release any claims against a Prepetition Releasee that a court of competent jurisdiction determines, pursuant to a final, non-appealable order, results primarily from the actual fraud, gross negligence, or willful misconduct of such Prepetition Releasee.

34. *Prohibition on Granting of Additional Liens and Interests, Use of Prepetition ABL Collateral.* No liens, claims, interests or priority status, other than the Carve Out and the Permitted Encumbrances, having a lien or administrative priority superior to or *pari passu* with that of the Adequate Protection Superpriority Claim, the Prepetition ABL Liens, or the Adequate Protection Liens shall be granted while any portion of the Prepetition ABL Obligations remain outstanding, or any commitment under the Prepetition ABL Loan Documents remains in effect, without the prior written consent of the Prepetition ABL Secured Parties. Nothing in this Interim Order shall authorize, other than in the ordinary course of the Debtors' business, the sale, transfer, lease, encumbrance, or other disposition of any assets that constitute Prepetition ABL Collateral, CLMG Collateral, or GACP Collateral of the Debtors or their estates without the prior written consent of the Prepetition ABL Secured Parties, CLMG Secured Parties, or GACP Secured Parties, as applicable (and no such consent or direction shall be implied from any other action, inaction, or acquiescence by any Prepetition ABL Secured Party or any order of this Court), except as permitted in the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, the GACP Term Loan Agreement, and this Interim Order, and approved by the Court to the extent required under applicable bankruptcy law; provided that a Termination Event shall not be deemed to occur if the Debtors seek approval of debtor in possession financing, including, without limitation, debtor

in possession financing which primes existing liens, to the extent (i) such debtor in possession financing provides for Payment in Full of the Prepetition ABL Obligations, and Adequate Protection Obligations or (ii) the Prepetition ABL Agent provides prior written consent, which consent is approved or unopposed by the Required Lenders, for financing that does not provide for Payment in Full of the Prepetition ABL Obligations and Adequate Protection Obligations.

35. *No Impairment of CLMG Collateral.* Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the CLMG Secured Parties or (ii) the CLMG Collateral.

36. *No Impairment of GACP Collateral.* Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the GACP Secured Parties or (ii) the GACP Collateral.

37. *Binding Effect of Interim Order.* Subject to paragraph 25, immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Debtors, the Prepetition ABL Secured Parties, all other creditors of the Debtors, any Creditors' Committee, and each of their respective successors and assigns (including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code) and shall inure to the benefit of the Debtors, the GACP Secured Parties, CLMG Secured Parties, the Prepetition ABL Secured Parties, and their respective successors and assigns.

38. *Survival.* The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order (a) confirming any chapter 11 plan in any of these Chapter 11 Cases; (b) converting any of these cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of these cases or any Successor Case; or (d) pursuant to which this Court abstains from hearing any of the cases or any Successor Case. Notwithstanding the entry of any such order, the terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted to the Prepetition ABL Secured Parties pursuant to this Interim Order, shall continue in these cases, in any Successor Case, or following dismissal of these cases or any Successor Case, and shall maintain their priority as provided by this Interim Order and not be modified, altered or impaired in any way, whether by act or omission, until all of the Prepetition ABL Obligations and Adequate Protection Obligations have been Paid in Full, notwithstanding the occurrence of a Termination Event or any earlier termination of the Debtors' authorization to use the Prepetition ABL Collateral, including Cash Collateral.

39. *Limitation of Liability.* Subject to entry of the Final Order, and solely in the Prepetition ABL Secured Parties' capacity as a lender under the Prepetition ABL Loan Documents, in determining to permit the use of Cash Collateral, making and administering the loans and financial accommodations extended under the Prepetition ABL Loan Documents, extending other financial accommodations to the Debtors under this Interim Order and the Prepetition ABL Loan Documents, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the Prepetition ABL Loan Documents, as applicable, the Prepetition ABL Secured Parties (in their capacity as such) or any successor of any of the foregoing shall not (a) be deemed to be in "control" of the operations of the Debtors or any of their affiliates; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (c) be deemed to be acting

as a “Responsible Person” or “Owner” or “Operator” with respect to the operation or management of the Debtors or any of their affiliates (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or the Prepetition ABL Loan Documents or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition ABL Secured Parties, or any successor of any of the foregoing, of any liability for any claims arising from the prepetition or postpetition activities of the Debtors or any of their subsidiaries affiliates in the operation of their businesses or in connection with their restructuring efforts.

40. *No Waiver.* Other than as provided in this Interim Order, nothing in this Interim Order shall be construed in any way as a waiver or relinquishment of any rights that the Debtors or the Prepetition ABL Secured Parties may have to bring or be heard on any matter brought before this Court.

41. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable, *nunc pro tunc* to the Petition Date, immediately upon entry hereof. Notwithstanding any Bankruptcy Rule, any Bankruptcy Local Rule, any Federal Rule of Civil Procedure, or other applicable law, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

42. *Proofs of Claim.* Neither the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, nor the CLMG Secured Parties, shall be required to file proofs of claim in any of the Debtors’ Chapter 11 Cases or a Successor Case for any claim allowed herein. The Debtors’ Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition

ABL Agent and the Prepetition ABL Lenders, the CLMG Secured Parties, the GACP Secured Parties upon approval of this Interim Order, and the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, and the GACP Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Debtors' Chapter 11 Cases or a Successor Case to the contrary, the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, and the GACP Secured Parties are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or aggregate proofs of claim in each of these Chapter 11 Cases or a Successor Case for any claim allowed herein.

43. *No Third Party Rights.* Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any party, creditor, equity holder, other entity or any direct, indirect or incidental beneficiary other than (a) the Prepetition ABL Secured Parties and their respective Representatives, (b) the Debtors, (c) the CLMG Secured Parties and their Representatives, (d) the GACP Secured Parties and their Representatives, and (e) the respective successors and assigns of each of the foregoing.

44. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

45. *Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the Prepetition ABL Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the Prepetition ABL Loan Documents or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new,

different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the Prepetition ABL Secured Parties, or any other party in interest under the Prepetition ABL Loan Documents or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

46. *CLMG Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the CLMG Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the CLMG Term Loan Agreement or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the CLMG Secured Parties, or any other party in interest under the CLMG Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

47. *GACP Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the GACP Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the GACP Term Loan Agreement or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the GACP Secured Parties, or any other party in interest under the GACP Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

48. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

49. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

50. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Interim Order, including following confirmation and consummation of any chapter 11 plan for any one or more of the Debtors.

51. A further interim hearing will be held on July 27, 2020 at 9:00 a.m.

52. Notwithstanding anything to the contrary contained in this Order, amounts payable to employees, materialmen, suppliers, workers and others for post-petition goods and services on work-in-process shall be paid out of the proceeds of post-petition earned receivables prior to the rights of any other party.

Signed: July 21, 2020

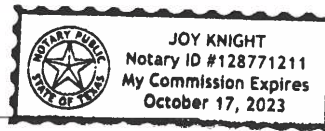
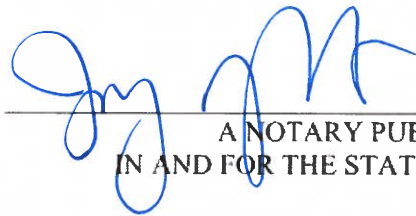


Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Budget

THIS IS **EXHIBIT "16"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC., <i>et al.</i> , ¹	)	Case No. 20-33626 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR
ENTRY OF INTERIM AND FINAL ORDERS
AUTHORIZING THE DEBTORS TO CONTINUE TO (I) OPERATE
THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING
BANK ACCOUNTS AND (II) PERFORM INTERCOMPANY TRANSACTIONS**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 21, 2020, AT 4:00 PM (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN JULY 21, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1 (832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE ISGUR IS "JUDGEISGUR". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY".

HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;
 - 2) SELECTING "BANKRUPTCY COURT" FROM THE TOP MENU;
 - 3) SELECTING JUDGES' PROCEDURES AND SCHEDULES;
 - 4) SELECTING "VIEW HOME PAGE" FOR JUDGE ISGUR;
 - 5) UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;"
 - 6) SELECT BJ SERVICES, LLC, ET AL. FROM THE LIST OF ELECTRONIC APPEARANCE LINKS, AND
 - 7) AFTER SELECTING BJ SERVICES, LLC, ET AL. FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE "SUBMIT" BUTTON AT THE BOTTOM OF THE PAGE
- SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING .

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² respectfully state the following in support of this motion (this "Motion"):³

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as (the "Interim Order") and (the "Final Order"): (a) authorizing the Debtors to continue to operate their Cash Management System and maintain their existing bank accounts, including honoring certain prepetition obligations related thereto, and (b) to continue to perform intercompany transactions consistent with historical practice, as set forth herein. In addition, the Debtors request that the Court schedule a final hearing 21 days after the commencement of these chapter 11 cases or as soon thereafter as is convenient for the Court to consider approval of this Motion on a final basis.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in the *Declaration of Warren Zemplak, Chief Executive Officer of BJ Services, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

³ Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion or in the First Day Declaration, as applicable.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 345, 363, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Bankruptcy Rules 6003 and 6004, and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

Background⁴

5. BJ Services, LLC and its Debtor affiliates are leading providers of pressure pumping and oilfield services for the petroleum industry. Headquartered in Tomball, Texas, the Debtors operate through two segments, hydraulic fracturing and cementing. The Debtors primarily serve customers in upstream North American oil and natural gas shale basins in the completion of new wells and in remedial work on existing wells.

6. On July 20, 2020 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion

⁴ As described in the First Day Declaration, the Debtors are in the process of pursuing an orderly wind down of their operations and sale of their business. Accordingly, the Debtors will modify the Cash Management System described in this Motion as appropriate to facilitate a value maximizing sale and wind down.

requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated

The Cash Management System

I. Overview.

7. In the ordinary course of business, the Debtors maintain an integrated, centralized cash management system (the “Cash Management System”) comparable to the cash management systems used by similarly situated companies to manage the cash of operating units in a cost-effective, efficient manner.

8. The Debtors use the Cash Management System in the ordinary course of business to collect, transfer, and disburse funds generated from their operations and to facilitate cash monitoring, forecasting, and reporting. The Cash Management System allows the Debtors to control funds, ensure cash availability for each operating entity, and reduce administrative costs by facilitating the movement of funds among multiple entities. The Debtors’ treasury department maintains daily oversight over the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with Intercompany Transactions. The Debtors’ accounting department regularly reconciles the Debtors’ books and records to ensure that all transfers are accounted for properly.

9. Given the economic and operational scale of the Debtors’ businesses, any disruption to the Cash Management System would have an immediate adverse effect on the Debtors’ business and operations to the detriment of their estates and numerous stakeholders. Accordingly, to minimize the disruption caused by these chapter 11 cases and to maximize the value of the Debtors’ estates, the Debtors request authority, but not direction, to continue to utilize

their existing Cash Management System during the pendency of these chapter 11 cases, subject to the terms described herein.

II. Bank Accounts.

10. The Cash Management System summary is attached hereto as **Exhibit A**. The Cash Management System comprises a total of 16 active bank accounts, each of which is identified on **Exhibit B** attached hereto (collectively, the “Bank Accounts”). Nine of the Bank Accounts reside at JPMorgan Chase Bank (“JP Morgan”), six Bank Accounts reside at Canadian Imperial Bank of Commerce (“CIBC”), and one bank account resides at UMB Financial Corporation (“UMB Financial” and, together with JP Morgan and CIBC, the “Cash Management Banks”). As of the Petition Date, the Debtors have approximately \$56.1 million of cash on hand.

11. The Bank Accounts and certain other accounts are described in more detail in the following table:

Debtor: BJ Services, LLC	
Account Type	Descriptions of Accounts
Disbursements (Automated)	The automated disbursements account is used to process accounts payable payments. This account is funded from the collections and/or master account and is the Debtors’ primary disbursement account.
Collections	The collections account (the “ <u>Collections Account</u> ”) is used to collect customer payments and is associated with a lockbox account accessible by JPMorgan. Funds received in the collections account may be transferred as needed to any account with JP Morgan within a manual book transfer.
Payroll	The payroll account is used to process and pay employee payroll, garnishments, and payroll taxes. The Debtors transfer funds to this account from the Collections and/or Master Account in cadence with the Debtors’ payroll cycle.
Disbursements (Manual)	The manual disbursements account is used to process manual one-off wire payments. This account is funded from the Collections and/or Master Account.

Debtor: BJ Services, LLC	
Account Type	Descriptions of Accounts
Master Account ⁵	The master account (the “ <u>Master Account</u> ”) is the Debtors’ main operating account and is used to manage the daily cash inflows and outflows of the Debtors’ operations. Certain payments are made out of the Master Account, including debt service and employee benefit payments. Certain collections are received by the Master Account, including equipment sale proceeds and insurance refunds. This account is used to transfer funds to and from BJ Services Holdings Canada, ULC.
Investment Account	When there are excess funds in the Master Account, a trade is initiated to the investment account (the “ <u>Investment Account</u> ”). The funds are automatically debited from the Master Account and credited to the Investment Account. As funds are needed for operations, a redemption is initiated from the Investment Account. The funds are automatically debited from the Investment Account and credited to the Master Account. Funds held in the Investment Account are invested in short-term money market funds.
Corporate Card Collateral Account	The corporate card collateral account was established pursuant to cash collateral agreement with JPMorgan. The account holds the cash collateral used to secure the Debtors’ corporate/purchasing card program.
Escrow Acct for Mortgage Loan	The escrow account is associated with the Debtors’ mortgage loan. The Debtors are required to maintain three months’ worth of property taxes in the account for certain owned properties.
Debtor: BJ Services Management Holdings Corporation	
Account Type	Descriptions of Accounts
Payroll Pass-thru	The payroll pass-thru account is used to reimburse BJ Services, LLC for payroll processing fees owed by BJ Management Services, L.P.
Debtor: BJ Management Services, L.P.	
Account Type	Descriptions of Accounts
Payroll	The payroll account is used to process payroll for BJ Management Services, L.P. employees. The account is funded by the Master Account.
Debtor: BJ Services Holdings Canada, ULC	
Account Type	Descriptions of Accounts
Collections	The collections account is used to collect payments from customers denominated in Canadian dollars. This is the primary collection account for BJ Services Holdings Canada, ULC. Excess funds are manually transferred to the Investment Account.
Disbursement	The Canadian dollar denominated disbursement account is used to process accounts payable and tax payments.
Investment Account	The investment account is used to hold excess funds which are invested in an interest bearing account at CIBC. Payroll disbursements are also debited from this account.
Payroll	This payroll account is used only for off-cycle manually processed payroll disbursements.
Collections (USD)	The collections account is used to collect payments from customers denominated in U.S. dollars.

⁵ See investment account description for master account funding excesses/needs.

Debtor: BJ Services, LLC	
Account Type	Descriptions of Accounts
Disbursement (USD)	The U.S. dollar denominated disbursement account is used to process payments. Transfers to BJ Services, LLC are debited from this account. Transfers from BJ Services, LLC are collected into this account.

12. The Debtors pay the fees incurred in connection with the Bank Accounts (the “Bank Fees”) to the Cash Management Banks on a monthly basis. The Bank Fees total approximately \$10,000 per month. The Debtors estimate that they owe the Cash Management Banks approximately \$10,000 as of the Petition Date, all of which will become due and payable within the first 21 days of these chapter 11 cases. The Debtors seek authority, but not direction, to pay the prepetition Bank Fees and continue paying the Bank Fees in the ordinary course on a postpetition basis, consistent with historic practice.

III. Business Forms and Books and Records.

13. In the ordinary course of their business, the Debtors utilize a variety of preprinted correspondence and business forms, such as letterhead and checks (collectively, the “Business Forms”). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the “Books and Records”). To avoid a significant disruption to their business operations and to minimize unnecessary additional expenses to their estates, the Debtors request that the Court authorize the continued use of their Business Forms and Books and Records to the limited extent they are preprinted and in existence before the Petition Date, without reference to the Debtors’ status as debtors in possession, rather than requiring the Debtors to incur the unnecessary expense and delay of ordering entirely new forms.

IV. Compliance of the Bank Accounts with Section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines

A. Compliance with Section 345(b) of the Bankruptcy Code.

14. Section 345(a) of the Bankruptcy Code authorizes deposits of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires debtors to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or “the deposit of securities of the kind specified in section 9303 of title 31,” unless the court “for cause” orders otherwise. 11 U.S.C. § 345(a)–(b).

15. As part of the Cash Management System, the Debtors maintain their excess cash in conservative investments that satisfy certain prudent investment guidelines (the “Investment Practices”). The Investment Practices have a primary goal of protecting principal and a secondary goal of maximizing yield. More specifically, the Debtors invest cash pursuant to the Investment Practices in the Investment Accounts, which are investment-grade money market funds with reputable financial institutions. Further, deposits in the Investment Fund are limited to a short-term maturity period of no more than 12 months and are invested only in highly liquid assets with high credit ratings (equivalent to the United States Government or above). Additionally, funds held in the Investment Accounts are generally available for daily settlement. Such investments permit the Debtors to balance their need to access liquidity on a daily basis with protections that are substantially similar to those contemplated by section 345(b) of the Bankruptcy Code. All of the Cash Management Banks are well-capitalized and sophisticated financial institutions.

16. Requiring the Debtors to bond these accounts, as required by section 345(b) of the Bankruptcy Code, would impose considerable costs to the Debtors' estates. Accordingly, the Debtors respectfully request that the Court waive the investment and deposit guidelines of section 345(b) of the Bankruptcy Code and authorize the Debtors to continue to manage their investments pursuant to the Investment Practices.

B. Compliance with the U.S. Trustee Guidelines.

17. The U.S. Trustee's *Region 7 Guidelines for Debtors-in-Possession* (the "U.S. Trustee Operating Guidelines") generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with the requirements of the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee")

18. Most of the banks where the Debtors hold accounts have executed a Uniform Depository Agreement with, and are designated as authorized depositories by, the U.S. Trustee pursuant to the U.S. Trustee Operating Guidelines. As of the Petition Date, nine of the Debtors' Bank Accounts are with JP Morgan, an authorized depository. The Debtors' remaining seven accounts are held at CIBC and UMB Financial. While these seven Bank Accounts are not with institutions designated as authorized depositories by the U.S. Trustee pursuant to the U.S. Trustee Operating Guidelines, each institution is insured by federal agencies, such as the Federal Deposit Insurance Corporation (the "FDIC") or Canada's comparable governmental insurance system under the Canada Deposit Insurance Corporation (the "CDIC").

19. Requiring the Debtors to transfer any of the above-mentioned Bank Accounts to a designated authorized depository would place a needless administrative burden on the Debtors and impose significant costs to the Debtors' estates. In addition, the Debtors respectfully submit that cause exists to continue to allow the Debtors to utilize the existing Bank Accounts. The Debtors

will work in good faith with the U.S. Trustee to resolve any concerns raised by the U.S. Trustee's office regarding the continued use of these accounts on a postpetition basis.

V. Intercompany Transactions.

20. In the ordinary course of business, the Debtors maintain business relationships with each other (the "Intercompany Transactions") that have historically resulted in intercompany receivables and payables (the "Intercompany Balances"). The Debtors settle Intercompany Transactions as journal-entry receivables and payables, from time to time, to reimburse certain Debtors for various expenditures associated with their businesses and/or fund the Bank Accounts in anticipation of such expenditures, as needed.

21. For instance, in the ordinary course, BJ Services, LLC funds BJ Management Services, L.P. on a bi-weekly basis for employee payroll for BJ Management Services, L.P. Periodically, BJ Management Services, L.P. reimburses BJ Services, LLC for payroll processing fees. This reimbursement is first made to BJ Services Management Holdings Corporation who subsequently funds BJ Services, LLC.⁶ As a result, as funds are disbursed throughout the Cash Management System, at any given time there may be Intercompany Balances owing among the Debtors. The Debtors do not conduct Intercompany Transactions with their non-Debtor affiliate, BJ Services Luxembourg S.a.r.l.

22. The Debtors' ability to engage in Intercompany Transactions is essential to the smooth and uninterrupted wind-down of the Debtors' estates. The Intercompany Transactions are crucial for the Debtors to process payroll, pay vendors for goods and services, and to otherwise

⁶ This Motion provides an overview of the Debtors' typical Intercompany Transactions. The relief requested herein is applicable with respect to all Intercompany Transactions and is not limited to those Intercompany Transactions described in this Motion. To the extent that there are any outstanding prepetition obligations related to Intercompany Transactions not described herein, the Debtors, out of an abundance of caution, seek authority to honor such obligations.

operate their business. The Debtors would be unduly burdened both financially and logistically if they were required to halt the Intercompany Transactions at this time or otherwise make material changes to the Intercompany System. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors' operations would be disrupted unnecessarily to the detriment of the Debtors, their creditors, and other stakeholders. The Debtors seek the authority to continue the Intercompany Transactions in the ordinary course of business consistent with past practice.

23. The Debtors' Intercompany Transactions are comparable to those of other companies with similarly complex corporate structures and operate in a fashion typical of other oil field service companies. All Debtors will track and review all Intercompany Transactions on a monthly basis postpetition. Furthermore, the Debtors will address any discrepancies that may arise through a monthly intercompany true-up, consistent with past practice.

Basis for Relief

I. Maintaining the Existing Cash Management System Is Essential to the Debtors' Ongoing Operations and Administration of These Chapter 11 Cases.

24. The U.S. Trustee Operating Guidelines require debtors in possession to, among other things: (a) close all existing bank accounts and open new debtor in possession bank accounts; (b) establish one debtor in possession account for all estate monies required for payment of taxes including payroll taxes; (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes; (d) open a new set of books and records as of the commencement date of the case; (e) use new business forms indicating the debtor in possession status of the chapter 11 debtor; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. These requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to

prevent inadvertent payment of prepetition claims. Considering, however, that the Debtors' businesses and financial affairs are complex and require the collection, disbursement, and movement of funds through the Debtors' multiple Bank Accounts, enforcement of these provisions of the U.S. Trustee Guidelines during these chapter 11 cases would severely disrupt the Debtors' operations. Accordingly, the Debtors respectfully request that the Court allow them to operate each of the Bank Accounts listed on **Exhibit B** attached to this Motion, as they were maintained in the ordinary course of business before the Petition Date.

25. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." Bankruptcy courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively "simple matter." *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In addition, in granting such relief, courts recognize that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in relevant part*, 997 F.2d 1039, 1061 (3d Cir. 1993). The requirement to maintain all accounts separately "would be a huge administrative burden and economically inefficient." *Columbia Gas*, 997 F.2d at 1061. *See also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (stating that a cash management system allows a debtor "to administer more efficiently and effectively its financial operations and assets.").

26. In this case, requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily

disruptive to the Debtors' operations, particularly during the Debtors' wind-down. Importantly, the Cash Management System provides the Debtors' management the ability to track and control funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. As a result, any disruption of the Cash Management System could have a severe and adverse effect on the Debtors' administration of these chapter 11 cases. Indeed, absent the relief requested herein, requiring the Debtors to adopt a new, segmented cash management system could cause the Debtors' operations to grind to a halt, needlessly destroying the value of the Debtors' estates. By contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Finally, maintaining the current Cash Management System will allow the Debtors' treasury and accounting employees to focus on their daily responsibilities, in addition to those tasks associated with the Debtors' orderly wind-down of operations.

27. The Debtors respectfully submit that parties in interest will not be harmed by the Debtors' maintenance of the Cash Management System, including maintenance of the Bank Accounts and the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. The Debtors will continue to work closely with the Cash Management Banks to ensure that appropriate procedures are in place to prevent checks issued prepetition from being honored without the Court's approval. In light of such protective

measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

II. Authorizing the Debtors to Continue Using Debit, Wire, Credit Card, and ACH Payments Is Warranted.

28. In addition, the Debtors request that the Court waive the U.S. Trustee Operating Guidelines to the extent they require the Debtors to make all disbursements by check. In the ordinary course of business, the Debtors conduct transactions through ACH transfers and other similar methods. In addition, a certain percentage of the Debtors' receipts are received through wire transfer payments. If the Debtors' ability to conduct transactions by debit, wire, ACH transfer, or other similar methods is impaired, the Debtors may be unable to perform under certain contracts, their business operations may be unnecessarily disrupted, and their estates will incur additional costs.

III. Authorizing the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business Is Warranted.

29. Moreover, the Debtors respectfully request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. The Debtors further respectfully request that the Court authorize and direct the Cash Management Banks to receive, process, honor, and pay any and all checks, wire transfers, credit cards, ACH payments and other instructions, and drafts payable through, or drawn or directed on, such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto, irrespective of whether such checks, drafts, wires, credit card, or ACH payments are dated prior to or subsequent to the Petition Date.

30. The Debtors also respectfully request that, to the extent a Cash Management Bank honors a prepetition check or other item drawn on any account that is the subject of this Motion,

either at the direction of the Debtors or in a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Cash Management Bank will not be deemed to be liable to the Debtors or to their estates on account of such prepetition check or other item honored postpetition. Such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether the Debtors may pay a particular item in accordance with a Court order or otherwise.

31. Finally, the Debtors respectfully request that the Court authorize the Debtors to continue to pay the Bank Fees, including any prepetition Bank Fee, and further authorize the Cash Management Banks to chargeback returned items to the Bank Accounts, whether such items are dated prior to, on, or subsequent to the Petition Date, in the ordinary course of business. The Debtors further request that the Court order that liens on any of the Bank Accounts granted to creditors will not have priority over the Bank Fees of the respective Cash Management Bank at which the Bank Account is located.

IV. The Court Should Authorize the Debtors to Continue Using Their Existing Business Forms.

32. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request that they be authorized to continue to use their Business Forms, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. The Debtors submit that, given the limited nature of the preprinted Business Forms, parties in interest will not be prejudiced if the Debtors are authorized to continue to use their Business Forms substantially in the forms existing immediately before the Petition Date. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession and, thus, changing forms such as letterhead would be an unnecessary additional expense.

V. The Court Should Authorize the Debtors to Continue Entering Into Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Balances Between Debtors.

33. The Debtors' funds move through the Cash Management System as described in paragraph 11 above, and at any given time, there may be Intercompany Claims owing by and between two Debtors.⁷ Intercompany Transactions are made between and among Debtor affiliates in the ordinary course as part of the Cash Management System. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions.

34. Because these Intercompany Transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management System, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the Debtors' and their estates' detriment.

35. To ensure each individual Debtor will not, at the expense of its creditors, fund the operations of another entity, the Debtors respectfully request, pursuant to section 503(b)(1) of the Bankruptcy Code, that all postpetition payments between or among a Debtor and another Debtor on account of an Intercompany Transaction be accorded administrative expense status. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate

⁷ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like that of the Debtors, the Debtors submit the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and therefore do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. Moreover, the continued performance of the ordinary course Intercompany Transactions is integral to ensure the Debtors' ability to administer these chapter 11 cases.

repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

VI. Cause Exists to Waive Section 345 of the Bankruptcy Code to the Extent It Is Applicable to the Cash Management System.

36. To the extent the Cash Management System does not strictly comply with section 345 of the Bankruptcy Code, the Debtors further seek a waiver of the deposit and investment requirements set forth therein.

37. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345 requires debtors to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or "the deposit of securities of the kind specified in section 9303 of title 31," unless the Court "for cause" orders otherwise. 11 U.S.C. § 345(a)–(b).9.

38. As discussed above, each of the Bank Accounts are maintained at banks that are insured by the FDIC or CDIC, and therefore are in compliance with section 345(b) of the Bankruptcy Code. Out of an abundance of caution, to the extent that any of the Debtors' Bank Accounts do not comply strictly with section 345 of the Bankruptcy Code, the Debtors submit that cause exists to waive any such noncompliance because all funds are deposited safely and prudently at financially stable banking institutions in a manner specifically designed to preserve capital, provide liquidity, and generate return.

39. In addition, the Debtors have determined in their business judgment that it is prudent and desirable to maintain their surplus cash in conservative investments in accordance with the Investment Practices. As discussed more fully above, the Debtors have a primary goal of protecting principal and a secondary goal of maximizing yield. More specifically, the Debtors invest cash pursuant to the Investment Practices in the Investment Accounts, which are investment-grade money market funds with reputable financial institutions. Further, deposits in the Investment Fund are limited to a short-term maturity period of no more than 12 months and are invested only in highly liquid assets with high credit ratings (equivalent to the United States Government or above). The Debtors believe that “cause” exists to continue to allow the Debtors to invest in the Investment Accounts. *First*, the Investment Practices are structured with the objective to protect the Debtors’ cash. The Debtors’ surplus cash is invested in an investment-grade money market fund that invests only in securities with credit ratings of AA or above. Additionally, funds held in the Investment Accounts generally are available for settlement on a daily basis. *Second*, it is likely impossible for the Debtors to bond their Investment Practices without incurring considerable costs to the detriment of the Debtors’ estates and creditors. *Third*, while the Investment Practices technically may not comply with the strict requirements of section 345(b) of the Bankruptcy Code, they are structured so as to comport with the investment objectives of section 345(a) of the Bankruptcy Code insofar as they are prudent and have a primary goal of protecting principal and a secondary goal of maximizing yield and liquidity. *Fourth*, the Debtors achieve significant risk reduction by maintaining the Investment Accounts at large and sophisticated financial institutions. See *In re Serv. Merch. Co.*, 240 B.R. 894 (Bankr. M.D. Tenn. 1999) (noting that some of the factors to consider in determining whether cause exists “for relief from the strictures of § 345(b)” are whether benefits to the debtors outweigh the harm, if any, to

the estate and the bank ratings of the financial institutions where the debtor in possession funds are held). Accordingly, as permitted by section 345 of the Bankruptcy Code, the Debtors request a waiver of the deposit and investment requirements set forth therein.

Emergency Consideration

40. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the ability of the Debtors’ to maximize the value of their estates, and this emergency Motion is necessary to prevent unnecessary delay in these chapter 11 cases. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations and efforts at this critical juncture. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

41. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

42. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of

any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

43. The Debtors will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition asset-based revolving credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition term loan facility and counsel thereto; (e) the administrative agent under the Debtors' prepetition real estate loan and counsel thereto; (f) the

Cash Management Banks; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (k) the state attorneys general for states in which the Debtors conduct business; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

44. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
July 20, 2020

/s/ Paul D. Moak

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and Debtors in Possession*

Certificate of Service

I certify that on July 20, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul D. Moak

Paul D. Moak

Exhibit A

Cash Management System Schematic

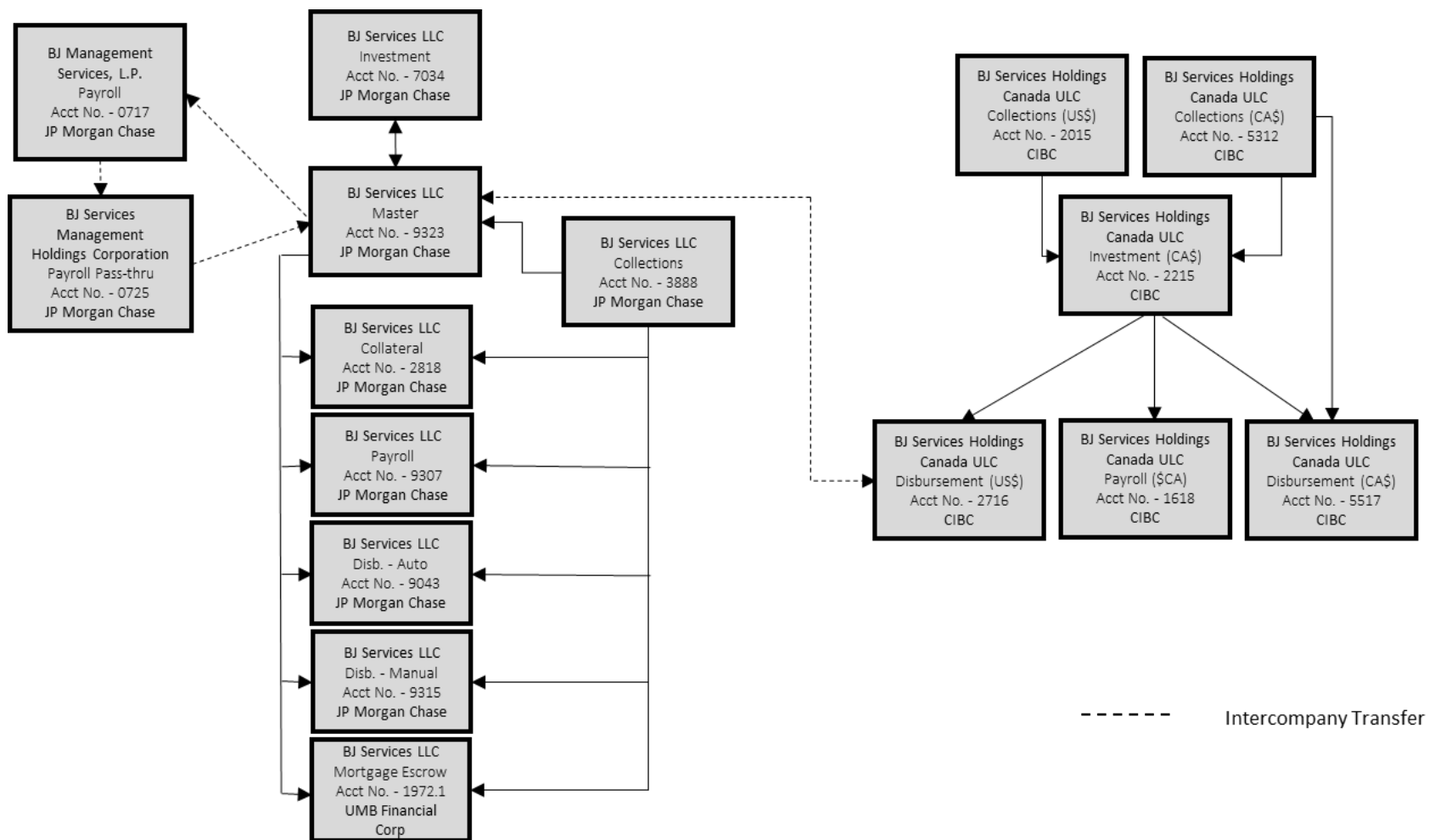


Exhibit B

Bank Accounts

Entity	Bank	Account Type	Location
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Automated) Account No.: ****9043	United States
BJ Services, LLC	JPMorgan Chase Bank	Collections Account No.: ****3888	United States
BJ Services, LLC	JPMorgan Chase Bank	Payroll Account No.: ****9307	United States
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Manual) Account No.: ****9315	United States
BJ Services, LLC	JPMorgan Chase Bank	Master Account ¹ Account No.: ****9323	United States
BJ Services, LLC	JPMorgan Chase Bank	Investment Account Account No.: ****7034	United States
BJ Services, LLC	JPMorgan Chase Bank	Corporate Card Collateral Account Account No.: ****2818	United States
BJ Services, LLC	UMB Financial Corporation	Escrow Acct for Mortgage Loan Account No.: ****1972.1	United States
BJ Services Management Holdings Corporation	JPMorgan Chase Bank	Payroll Pass-Thru Account No.: ****0725	United States
BJ Management Services, L.P.	JPMorgan Chase Bank	Payroll Account No.: ****0717	United States
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections Account No.: ****5312	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement	Canada

¹ See investment account description for master account funding excesses/needs.

Entity	Bank	Account Type	Location
		Account No.: ****5517	
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Investment Account Account No.: ****2215	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Payroll Account No.: ****1618	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections (US) Account No.: ****2015	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement (US) Account No.: ****2716	Canada

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __:___.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020. In the event no objections to entry of a final order on the Motion are timely received, the Court may enter such final order without need for the Final Hearing.

2. The Debtors are authorized to: (a) continue operating the Cash Management System, as described in the Motion and substantially in the form attached to the Motion as Exhibit A, (b) honor their prepetition obligations related thereto, including the Bank Fees, (c) maintain existing Business Forms, (d) continue to perform Intercompany Transactions consistent with historical practice, and (e) maintain the Investment Practices consistent with historical practice.

3. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit B attached to the Motion; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors' existing check stock has been exhausted,

the Debtors shall include, or direct others to include, the designation “Debtor-in-Possession” and the corresponding bankruptcy case number on all checks as soon as it is reasonably practicable to do so; *provided, further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled “Debtor In Possession” within 10 business days; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts; (f) use, in their present form, all preprinted correspondence and Business Forms without reference to the Debtors’ status as debtors in possession until such stock is exhausted; and (g) to otherwise perform their obligations under the documents governing the Bank Accounts.

4. To the extent any of the Debtors’ Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors shall have until August 19, 2020, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee’s requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U. S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

5. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without

interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. The Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of Bank Accounts or the opening of new bank accounts, to the extent such actions are reasonably acceptable to the administrative agent under the Debtors' asset-based revolving credit facility; *provided*, the Debtors provide reasonable advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of any material changes to the Cash Management System and procedures.

6. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank; provided that any such new account is with one of the Debtors' existing Cash Management Banks or with a bank that is: (a) insured by the FDIC or the Federal Savings and Loan Insurance Corporation, (b) designated as an authorized depository pursuant to the U.S. Trustee's Operating Guidelines, (c) designated a "Debtor in Possession" account by the relevant bank, and (d) with a bank that agrees to be bound by the terms of this Interim Order. The Debtors are authorized to open new bank accounts or close existing Banks Accounts, and enter into any ancillary agreements, related to the foregoing, as they may deem necessary and appropriate, to the extent such actions are reasonably acceptable to the administrative agent under the Debtors' asset-based revolving credit facility, so long as the Debtors provide notice to the U.S. Trustee and any statutory committee of the opening or closing of such account.

7. Each of the Cash Management Banks is authorized to debit the Debtors' Bank Accounts in the ordinary course of business without the need for further order of this Court for:

- (a) all checks drawn on the Debtors' Bank Accounts that are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date;
- (b) all checks or other items deposited in one of the Bank Accounts with such Cash Management Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and
- (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

8. Those certain deposit agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

9. The Debtors are authorized to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Cash Management Bank.

Any Cash Management Bank that is provided with notice of this Interim Order shall not honor or pay any bank payments drawn on any listed Bank Account or otherwise issued before the Petition Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

10. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order at the direction of the Debtors or in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

11. Notwithstanding anything to the contrary in any other order of this Court, any banks, including the Cash Management Banks, are: (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, (b) authorized to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) have no duty to independently inquire as to whether such payments are authorized by an order of this Court; provided that the Cash Management Banks shall not have any liability to any party for relying on such representations.

12. The Debtors are authorized to coordinate with the Cash Management Banks to implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Cash Management Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Interim Order either in good faith belief that the Court has authorized such prepetition check or item to be honored or as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Interim Order.

13. The Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status. The Debtors shall not conduct Intercompany Transactions with any non-Debtor affiliate. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts; *provided* that such records shall distinguish between prepetition and postpetition transactions and provided further that the Debtors shall make such records available upon reasonable request by the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee and any statutory committee. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen, and the Debtors expressly reserve any and all rights

with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen. The Debtors also expressly reserve any and all rights to contest the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen is expressly reserved.

14. Nothing contained in the Motion or this Interim Order shall be construed to alter or impair any security interest or perfection thereof, in favor of any person or entity that existed as of the Petition Date or that arises after the Petition Date.

15. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the “Cash Collateral Orders”) (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an

implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved in this Interim Order.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or funds transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to any prepetition amounts that are authorized to be paid on account of the prepetition obligations pursuant to this Interim Order.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: _____, 2020
Houston, Texas

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON A FINAL BASIS THAT:

1. The Debtors are authorized to: (a) continue operating the Cash Management System, as described in the Motion and substantially in the form attached to the Motion as Exhibit A, (b) honor their prepetition obligations related thereto, including the Bank Fees, (c) maintain existing Business Forms, (d) continue to perform Intercompany Transactions consistent with historical practice, and (e) maintain the Investment Practices consistent with historical practice.

2. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit B attached to the Motion; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors' existing check stock has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks as soon as it is reasonably practicable to do so; *provided, further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within 10 business days; (c) treat the Bank Accounts for all purposes as

accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts; (f) use, in their present form, all preprinted correspondence and Business Forms without reference to the Debtors' status as debtors in possession until such stock is exhausted; and (g) to otherwise perform their obligations under the documents governing the Bank Accounts.

3. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until August 19, 2020, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U. S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

4. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. The Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related

thereto in the ordinary course of business, including the closing of Bank Accounts or the opening of new bank accounts, to the extent such actions are reasonably acceptable to the administrative agent under the Debtors' asset-based revolving credit facility; *provided*, the Debtors provide reasonable advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of any material changes to the Cash Management System and procedures.

5. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank; provided that any such new account is with one of the Debtors' existing Cash Management Banks or with a bank that is: (a) insured by the FDIC or the Federal Savings and Loan Insurance Corporation, (b) designated as an authorized depository pursuant to the U.S. Trustee's Operating Guidelines, (c) designated a "Debtor in Possession" account by the relevant bank, and (d) with a bank that agrees to be bound by the terms of this Final Order. The Debtors are authorized to open new bank accounts or close existing Banks Accounts, and enter into any ancillary agreements, related to the foregoing, as they may deem necessary and appropriate, to the extent such actions are reasonably acceptable to the administrative agent under the Debtors' asset-based revolving credit facility, so long as the Debtors provide notice to the U.S. Trustee and any statutory committee of the opening or closing of such account.

6. Each of the Cash Management Banks is authorized to debit the Debtors' Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts that are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Bank Accounts with such Cash Management

Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

7. Those certain deposit agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

8. The Debtors are authorized to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Cash Management Bank. Any Cash Management Bank that is provided with notice of this Final Order shall not honor or pay any bank payments drawn on any listed Bank Account or otherwise issued before the Petition Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

9. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order at the direction of the Debtors or in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be, liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

10. Notwithstanding anything to the contrary in any other order of this Court, any banks, including the Cash Management Banks, are: (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, (b) authorized to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) have no duty to independently inquire as to whether such payments are authorized by an order of this Court; provided that the Cash Management Banks shall not have any liability to any party for relying on such representations.

11. The Debtors are authorized to coordinate with the Cash Management Banks to implement reasonable handling procedures designed to effectuate the terms of this Final Order. No Cash Management Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Final Order

either in good faith belief that the Court has authorized such prepetition check or item to be honored or as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Final Order.

12. The Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status. The Debtors shall not conduct Intercompany Transactions with any non-Debtor affiliate. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts; provided that such records shall distinguish between prepetition and postpetition transactions and provided further that the Debtors shall make such records available upon reasonable request by the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen, and the Debtors expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen. The Debtors also expressly reserve any and all rights to contest the validity, priority, or status of any

prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen is expressly reserved.

13. Nothing contained in the Motion or this Final Order shall be construed to alter or impair any security interest or perfection thereof, in favor of any person or entity that existed as of the Petition Date or that arises after the Petition Date.

14. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the “Cash Collateral Orders”) (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

15. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume,

adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

16. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved in this Final Order.

17. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or funds transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to any prepetition amounts that are authorized to be paid on account of the prepetition obligations pursuant to this Final Order.

18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

19. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

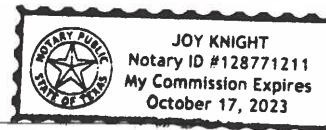
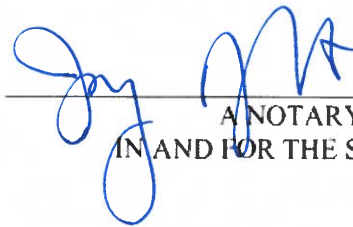
20. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

21. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: _____, 2020
Houston, Texas

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "17"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



ENTERED
07/22/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: BJ SERVICES, LLC., <i>et al.</i>,¹ Debtors.	)))))))	Chapter 11 Case No. 20-33627 (MI) (Jointly Administered) Re: Docket No. 9

**INTERIM ORDER AUTHORIZING THE
DEBTORS TO (I) CONTINUE TO OPERATE THEIR CASH
MANAGEMENT SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS
AND (II) PERFORM LIMITED INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) authorizing the Debtors to: (a) continue to operate their Cash Management System and maintain their existing bank accounts, including honoring certain prepetition obligations related thereto, and (b) continue to perform intercompany transactions consistent with historical practice, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. A further interim hearing will be conducted on July 29, 2020 at 1:30 p.m. (prevailing Central Time).

2. The Debtors are authorized to: (a) continue operating the Cash Management System, as described in the Motion and substantially in the form attached hereto as **Exhibit A**, (b) honor their prepetition obligations related thereto, including the Bank Fees, (c) perform Intercompany Transactions to the limited extent set forth herein, (d) maintain existing Business Forms, and (e) maintain the Investment Practices consistent with historical practice.

3. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit B** attached hereto; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead); *provided* that once the Debtors' existing check stock has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks as soon as it is reasonably practicable to do so; *provided, further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within 10 business days; (c) treat the

Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts; and (f) to otherwise perform their obligations under the documents governing the Bank Accounts.

4. Except as set forth herein, the Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided, however, that* (a) by submitting any payment request to the Cash Management Banks, the Debtors shall ensure that such payment request is consistent with this Order and other orders of the Court and, (b) as needed and to the extent reasonably possible, the Debtors and Cash Management Banks will cooperate to ensure that all payments honored by the Cash Management Banks are consistent with the Debtors' direction.

5. Those certain deposit agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable

deposit agreement and that the Bank Accounts are held by the same Debtors), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

6. The Debtors are authorized to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Cash Management Bank. Any Cash Management Bank that is provided with notice of this Interim Order shall not honor or pay any bank payments drawn on any listed Bank Account or otherwise issued before the Petition Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

7. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order at the direction of the Debtors or in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

8. Notwithstanding anything to the contrary in any other order of this Court, any banks, including the Cash Management Banks, are: (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, (b) authorized to accept and honor all

representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) have no duty to independently inquire as to whether such payments are authorized by an order of this Court; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations.

9. The Debtors are authorized to coordinate with the Cash Management Banks to implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Cash Management Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Interim Order either in good faith belief that the Court has authorized such prepetition check or item to be honored or as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Interim Order.

10. The Debtors are authorized to continue Intercompany Transactions with any other Debtor for the limited purpose of honoring payroll and payroll-related expense and making any other payments that are contemplated by any order of this Court solely to the extent that: (a) such Intercompany Transaction is the only reasonable commercial way for the Debtors to timely satisfy such obligation and (b) such Intercompany Transaction is an ordinary course transaction; and (c) the Intercompany Transaction does not result in a postpetition intercompany claim for which there are not presently adequate funds to pay the postpetition intercompany claim. The Debtors shall keep a record of all Intercompany Transactions and make such record available upon reasonable request of the Court, the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee and any statutory committee appointed in these chapter 11 cases. All rights of all parties related to the Intercompany Transactions are reserved. This Order does not authorize the post-petition payment or satisfaction of a prepetition intercompany claim.

11. Nothing contained in the Motion or this Interim Order shall be construed to alter or impair any security interest or perfection thereof, in favor of any person or entity that existed as of the Petition Date or that arises after the Petition Date.

12. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the “Cash Collateral Orders”) (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

13. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security

interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved in this Interim Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or funds transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to any prepetition amounts that are authorized to be paid on account of the prepetition obligations pursuant to this Interim Order.

16. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

18. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 22, 2020

A handwritten signature in black ink, appearing to read 'M Isgur', is written over a horizontal line.

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Cash Management System Schematic

Exhibit A

Cash Management System Schematic

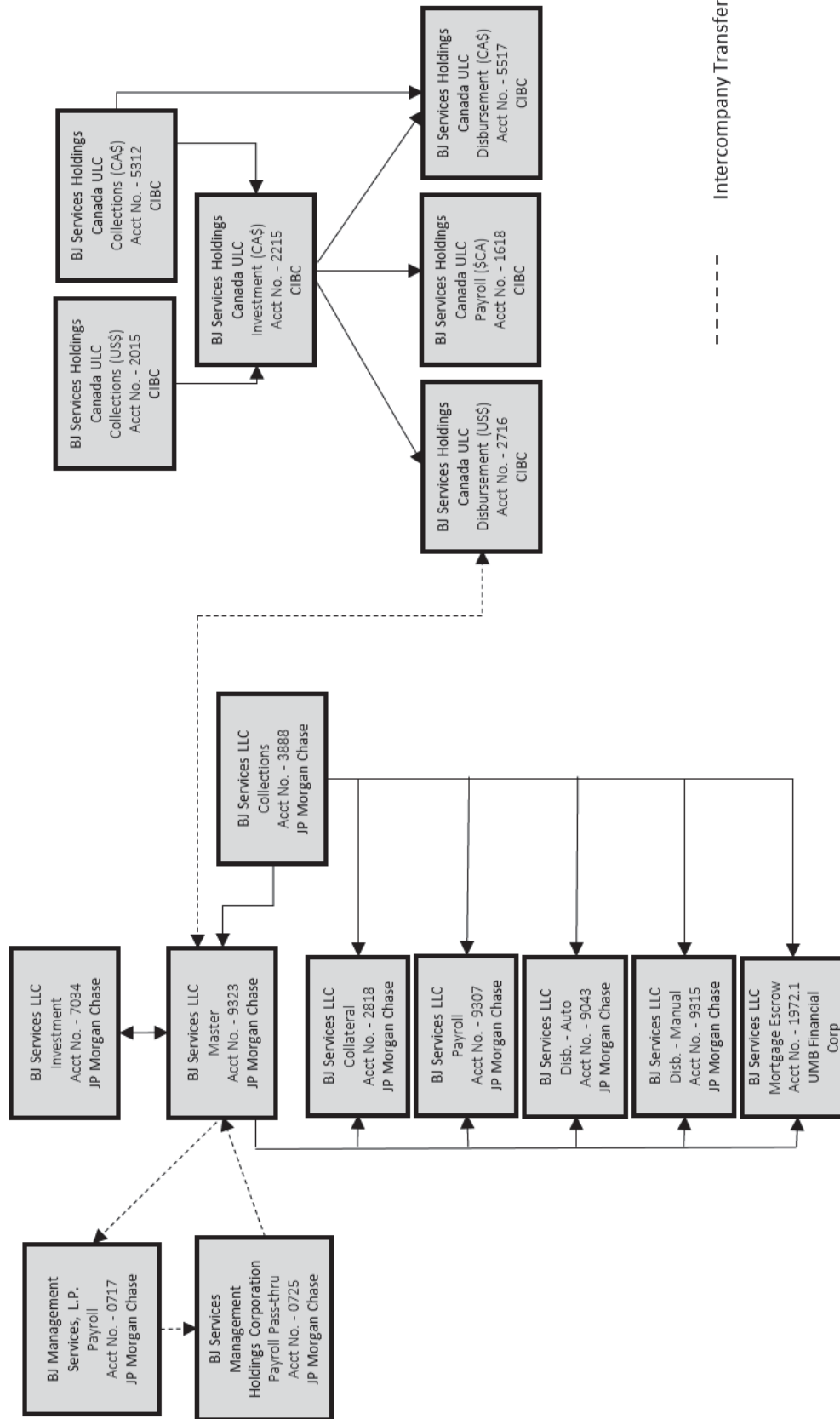


Exhibit B

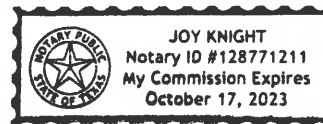
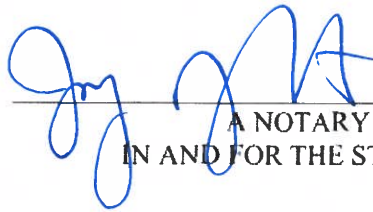
Bank Accounts

Entity	Bank	Account Type	Location
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Automated) Account No.: ****9043	United States
BJ Services, LLC	JPMorgan Chase Bank	Collections Account No.: ****3888	United States
BJ Services, LLC	JPMorgan Chase Bank	Payroll Account No.: ****9307	United States
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Manual) Account No.: ****9315	United States
BJ Services, LLC	JPMorgan Chase Bank	Master Account ¹ Account No.: ****9323	United States
BJ Services, LLC	JPMorgan Chase Bank	Investment Account Account No.: ****7034	United States
BJ Services, LLC	JPMorgan Chase Bank	Corporate Card Collateral Account Account No.: ****2818	United States
BJ Services, LLC	UMB Financial Corporation	Escrow Acct for Mortgage Loan Account No.: ****1972.1	United States
BJ Services Management Holdings Corporation	JPMorgan Chase Bank	Payroll Pass-Thru Account No.: ****0725	United States
BJ Management Services, L.P.	JPMorgan Chase Bank	Payroll Account No.: ****0717	United States
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections Account No.: ****5312	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement	Canada

¹ See investment account description for master account funding excesses/needs.

Entity	Bank	Account Type	Location
		Account No.: ****5517	
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Investment Account Account No.: ****2215	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Payroll Account No.: ****1618	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections (US) Account No.: ****2015	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement (US) Account No.: ****2716	Canada

THIS IS **EXHIBIT "18"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) AUTHORIZING THE
DEBTORS TO PAY CERTAIN PREPETITION CLAIMS ON
ACCOUNT OF (A) CRITICAL VENDORS CLAIMS, (B) LIENS CLAIMS,
AND (C) 503(b)(9) CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE
PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 21, 2020, AT 4:00 PM (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN JULY 21, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1(832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE ISGUR IS "JUDGEISGUR". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY".

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;
 - 2) SELECTING "BANKRUPTCY COURT" FROM THE TOP MENU;
 - 3) SELECTING JUDGES' PROCEDURES AND SCHEDULES;
 - 4) SELECTING "VIEW HOME PAGE" FOR JUDGE ISGUR;
 - 5) UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;"
 - 6) SELECT BJ SERVICES, LLC, ET AL. FROM THE LIST OF ELECTRONIC APPEARANCE LINKS; AND
 - 7) AFTER SELECTING BJ SERVICES, LLC, ET AL. FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE "SUBMIT" BUTTON AT THE BOTTOM OF THE PAGE.
- SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² respectfully state the following in support of this motion (this "Motion"):³

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto (the "Interim Order") and (the "Final Order"): (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business and only to the extent necessary to effectuating an orderly wind down, all undisputed, liquidated, prepetition amounts owing on account of (i) Critical Vendor Claims; (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims; (b) confirming the administrative expense priority status of Outstanding Orders and authorizing payment of such obligations in the ordinary course of business; and

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in the *Declaration of Warren Zemplak, Chief Executive Officer of BJ Services, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

³ Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion or in the First Day Declaration, as applicable.

(c) granting related relief.⁴ In addition, the Debtors request that the Court schedule a final hearing 21 days after the commencement of these chapter 11 cases, or as soon thereafter as is convenient for the Court, to consider approval of this Motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363, 503, 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background⁵

5. BJ Services, LLC and its Debtor affiliates are leading providers of pressure pumping and oilfield services for the petroleum industry. Headquartered in Tomball, Texas, the

⁴ As further described herein, to successfully implement the relief requested herein and to maximize value to their estates, the Debtors also request that the Interim and Final Orders permit the Debtors to require that (a) a payee maintain or apply, as applicable, terms (“Customary Trade Terms”) during the pendency of these chapter 11 cases that are at least as favorable as those terms existing as of the Petition Date, or on terms satisfactory to the Debtors in their sole discretion, as a condition to receiving any payment under the Interim or Final Order, and (b) if a payee, after receiving a payment under the Interim or Final Order, ceases to provide Customary Trade Terms, then the Debtors may, in their sole discretion, deem such payment to apply instead to any postpetition amount that may be owing to such payee or treat such payment as an avoidable postpetition transfer of property.

⁵ As described in the First Day Declaration, the Debtors are in the process of pursuing an orderly wind down of their operations and sale of their business. Accordingly, the Debtors will terminate the services of the Specified Trade Claimants described in this Motion as appropriate to facilitate a value-maximizing sale and wind down.

Debtors operate through two segments, hydraulic fracturing, and cementing. The Debtors primarily serve customers in upstream North American oil and natural gas shale basins in the completion of new wells and in remedial work on existing wells.

6. On July 20, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

I. The Critical Vendors.

7. In the ordinary course of business, the Debtors engage a limited number of providers for many of the critical materials and services the Debtors depend upon to service their customers. Of particular importance are vendors that are irreplaceable due to, among other things, their service area, ability to provide specialized equipment and materials, and expertise specific to the Debtors’ operations, equipment, and infrastructure. In some instances, customers also require specific suppliers. The Debtors obtain such materials and services from a limited number of highly specialized vendors, service providers, and other businesses (collectively, the “Critical Vendors”) located around the world, including in the United States, Canada, the United Kingdom, India, and China, often on an order-by-order basis and without long-term contracts. The goods and services provided by the Critical Vendors are nearly impossible to replace on a short timeline and/or would result in substantially higher costs to the wind down of the Debtors’ operations by disrupting the Debtors’ ongoing work.

8. As a result of the Debtors' planning for the wind down, the Debtors believe they will have to make only very limited payments to Critical Vendors in connection with completing ongoing projects (the "Ongoing Projects"). However, to the extent the Debtors and their stakeholders determine it is in the best interests of the estate to continue certain business segments until they are sold, the Debtors may require the services of Critical Vendors to keep the business operating while they pursue a value-maximizing sale. To the extent payment of Critical Vendor Claims is necessary to facilitate an orderly wind down and fulfill obligations to complete Ongoing Projects (and limit liability to the Debtors' estates which may result from walking away from open well sites), the Debtors request authority to pay up to \$7.9 million in Critical Vendor Claims.

9. Notably, Debtors expect the Ongoing Projects to generate positive cash flow even after taking into account payments to the Critical Vendors. To that end, before the Debtors would pay any such amounts, they would enter into an agreement with their customers, whereby their customers would guaranty payment on account of the Ongoing Project in advance of Debtors' completing the work or immediately upon completion. Specifically, prior to completing any Ongoing Project, the Debtors intend to execute a Customer Agreement, in form and substance acceptable to the Debtors and the applicable customer, describing the obligations and commitments of each party regarding the completion of the Ongoing Project.

10. Given the nature of the Debtors' business, the Debtors rely on timely and frequent delivery of these critical goods and services and any interruption in this supply—however brief—would disrupt the Debtors' remaining operations and could cause irreparable harm to the Debtors' estates or their customers, including by depriving the Debtors of accounts receivables. Accordingly, during these chapter 11 cases, the Debtors will only make a decision to pay a Critical Vendor Claim to the extent they determine that the benefit from making such payment would

outweigh the cost of such payment. Therefore, it is prudent to pay those Critical Vendor Claims that are absolutely necessary to an orderly liquidation.

11. The Debtors also currently enjoy favorable trade terms with many of their Critical Vendors. The Debtors believe many of these vendors may be unfamiliar with the chapter 11 process and unwilling to do business on existing terms with a chapter 11 debtor—even assuming such parties will continue to supply the Debtors. To the extent the Debtors continue any part of their operations, loss of trade terms (whether on account of demands for cash in advance, cash on delivery, or otherwise) would negatively impact the Debtors’ available liquidity.

12. The Debtors generally pay the Critical Vendors in arrears. Therefore, the Debtors believe it is likely they owe the Critical Vendors certain amounts for prepetition goods and services provided to the Debtors in the ordinary course of business related to the Ongoing Projects (the “Critical Vendor Claims”). At this time, the Debtors estimate that there are approximately \$7.9 million in Critical Vendor Claims outstanding, which are not entitled to administrative or other priority status under section 503(b)(9) of the Bankruptcy Code, all of which approximately will come due on an interim basis.

13. The Debtors submit that the requested relief will allow the Debtors to preserve stakeholder value by paying Critical Vendor Claims that are critical to the Debtors’ ability to safely and efficiently wind down the business.

B. The Critical Vendors Process.

14. With the assistance of their advisors, the Debtors spent, and will spend, considerable time reviewing and analyzing their books and records, consulting with management and the Debtors’ personnel responsible for operations and purchasing, reviewing contracts and supply agreements, and analyzing applicable laws, regulations, and historical practice to identify certain critical business relationships and/or suppliers of goods and services—the loss of which

would materially impair the Debtors' ability to maximize the value of the estates. In this process, the Debtors considered a variety of factors, including:

- whether a vendor is critical to the Debtors' ability to maximize the value of the Debtors' remaining assets during a winding down of their business operations;
- whether a vendor is a sole- or limited-source or high-volume supplier for goods or services critical to the Debtors' business operations;
- whether alternative vendors are available that can provide requisite volumes of similar goods or services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;
- whether an agreement exists by which the Debtors could compel a vendor to continue performing on prepetition terms;
- whether certain specifications or contract requirements prevent, directly or indirectly, the Debtors from obtaining goods or services from alternative sources;
- whether failure to pay all or part of a particular vendor's claim could cause the vendor to refuse to ship inventory or to provide critical services on a postpetition basis;
- whether the Debtors' inability to pay all or part of the vendor's prepetition claim could trigger financial distress for the applicable vendor; and
- whether failure to pay a particular vendor could result in contraction of trade terms as a matter of applicable non-bankruptcy law or regulation.

15. As noted above, to date, the Debtors have identified counterparties that may hold approximately \$7.9 million in claims that may qualify as Critical Vendors in the wind down, constituting approximately 5% of the amount of the Debtors' unsecured claims presently estimated to total \$150 million.

II. Lien Claims.

A. The Mineral Contractor Claims.

16. To maintain access to materials, goods, equipment, and services that are critical to the Debtors' ability to complete ongoing engagements, the Debtors seek authority, but not direction, to pay prepetition Mineral Contractor Claims and continue paying such claims on a postpetition basis in the ordinary course of business, only to the extent necessary to safely and efficiently wind down the Debtors' operations.

17. In the ordinary course of business, the Debtors engage certain subcontractors for many of the essential materials and services the Debtors depend on to service their customer base. Specifically, the Debtors require certain subcontractors to perform labor, repair equipment, or supply parts, materials and machinery essential to the Debtors' operations. The Debtors obtain such materials and services from various independent contractors and service providers (the "Mineral Contractors"), often on a project basis without long-term contracts.

18. On average, the Debtors pay the Mineral Contractors approximately \$31 million per month. The Debtors pay the Mineral Contractors in arrears. Therefore, the Debtors believe that it is likely that they owe the Mineral Contractors certain amounts for prepetition goods and services provided to the Debtors in the ordinary course of business (the "Mineral Contractor Claims").

19. In the 12 months preceding the Petition Date, the Debtors paid approximately \$370 million in Mineral Contractor Claims. As of the Petition Date, the Debtors estimate that they

have approximately \$33 million prepetition Mineral Contractor Claims outstanding, of which up to \$11 million may come due on an interim basis.⁶

20. If the Debtors were to default on any obligation to one of its Mineral Contractors, such Mineral Contractor would likely assert a lien against the materials, machinery, and supplies provided to the Debtors or refuse to deliver or release such materials and machinery until their invoices are paid. More significantly, the Mineral Contractors have a statutory right to assert liens on the leaseholds, oil or gas wells, or oil and gas leases of the Debtors' customers for whom the Debtors and the Mineral Contractor provide services. That customer may in turn, withhold payment to the Debtors in the amount claimed by the Mineral Contractor, adversely impacting the Debtors' ability to collect receivables. This situation is exacerbated by excess capacity in the pressure pumping market and low switching costs (*i.e.*, operators can switch service providers on minimal notice and without service interruption). Losing their Mineral Contractors would likely bring operations to an abrupt, and unsafe, halt and be detrimental to the Debtors' orderly wind down.

B. The Shipping Claims.

21. Similar to the Mineral Contractors, if the Debtors do not pay the Shipping Claims on a timely basis, the Shippers could assert possessory liens on the goods or raw materials in their possession and refuse to deliver or release such goods until their invoices are paid. A Shipper's refusal to deliver or return the Debtors' goods and materials would severely disrupt the Debtors' remaining operations and adversely affect revenue during the Debtors' wind down. Accordingly, to maintain access to materials, goods, equipment, and services that are critical to the Debtors'

⁶ This total amount includes approximately \$6.4 million that would otherwise qualify as 503(b)(9) Claims, as set forth herein.

ability to maximize the value of the Debtors' estates, the Debtors seek authority, but not direction, to pay prepetition and postpetition Shipping Claims that arise in the ordinary course of business, only to the extent necessary to safely and efficiently wind down the Debtors' operations.

22. In the ordinary course of business, the Debtors engage certain third-party shippers (the "Shippers," and together with the Mineral Contractors, the "Lien Claimants") to store and transport the Debtors' inventory and materials ("Materials"). The Shippers regularly possess Materials belonging to the Debtors and the Debtors' customers. These Materials are integral to the Debtors' estates and the Debtors often require timely, and sometimes immediate, access to them while completing, maintaining, or repairing oil and gas wells.

23. On average, the Debtors pay the Shippers approximately \$12 million per month in arrears. Therefore, the Debtors likely owe the Shippers certain amounts for prepetition shipping services provided to the Debtors in the ordinary course of business. If the Debtors were to default on any obligation to the Shippers, the Shippers could assert a lien, attempt to take possession of the Debtors' property, and/or prevent the Debtors from accessing Materials necessary to their orderly wind down of operations. In addition, under most states' laws, a Shipper may have a lien on the goods in its possession, which lien secures the charges or expenses incurred in connection with the transportation or storage of such goods.⁷ Pursuant to section 363(e) of the Bankruptcy Code, the Shippers, as bailees, may be entitled to adequate protection for any valid possessory lien. As a result, certain Shippers may refuse to deliver or release Materials or other property in their possession or control, as applicable, before the prepetition amounts owed to them by the Debtors

⁷ By this Motion, the Debtors do not concede that any liens (contractual, common law, statutory, or otherwise) described in this Motion are valid, and the Debtors expressly reserve the right to contest the extent, validity, and perfection of any and all such liens, and to seek avoidance thereof.

(collectively, the “Shipping Claims,” and together with the Mineral Contractors Claims, the “Lien Claims”) have been satisfied and their liens redeemed.

24. Accordingly, the Debtors seek authority to pay the Shippers on account of prepetition Shipping Claims and continue to pay them in the ordinary course of business, only to the extent necessary to safely and efficiently wind down the Debtors’ operations. In the twelve months preceding the Petition Date, the Debtors paid approximately \$145 million in Shipping Claims. As of the Petition Date, the Debtors estimate that they have approximately \$9 million of prepetition Shipping Claims outstanding, of which up to \$5 million may come due on an interim basis.

III. The 503(b)(9) Claims.

25. The Debtors have received certain goods or materials from various vendors within the 20 days before the Petition Date that were sold to the Debtors in the ordinary course of business (collectively, the “503(b)(9) Claimants,” together with the Critical Vendors and Lien Claimants, the “Specified Trade Claimants” and the claims held by the Specified Trade Claimants, the “Specified Trade Claims”).⁸ Such goods (and in some cases, additional goods from the same supplier) may be necessary to effectuate a value maximizing wind down of ongoing operations. Significantly, the Debtors’ relationships with the 503(b)(9) Claimants are generally not governed by enforceable long-term contracts. Rather, the Debtors often obtain supplies on an order-by-order basis. As a result, a 503(b)(9) Claimant may refuse to supply new orders without payment of its prepetition claims.

⁸ The Debtors do not concede that any claims described in this Motion are conclusively entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code, and the Debtors expressly reserve the right to contest the extent or validity of all such claims.

26. The Debtors also believe certain 503(b)(9) Claimants could reduce the Debtors' existing trade credit—or demand payment in cash on delivery—further exacerbating the Debtors' limited liquidity needed for the wind down. The Debtors believe that as of the Petition Date, they owe approximately \$9.1 million on account of goods delivered within the 20 days prior to the Petition Date related to the Ongoing Projects (the “503(b)(9) Claims”), the value of which may be entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code, and of which up to \$4.5 million may come due during the interim period.⁹

27. Each of the 503(b)(9) Claimants provide the Debtors with necessary goods and materials, and absent the relief requested herein, the 503(b)(9) Claimants could withhold delivery causing disruption to the Debtors' orderly wind down. The Debtors do not seek to accelerate or modify existing payment terms with respect to the 503(b)(9) Claims. The Debtors simply seek to pay the 503(b)(9) Claims prior to the effective date of these chapter 11 cases to induce vendors to continue providing services necessary for effectuating an orderly wind down to the Debtors postpetition.

28. Further, failure to fulfill obligations to customers on Ongoing Projects may result in liability. Accordingly, it is prudent for the Debtors to pay certain amounts on account of the Specified Trade Claims that are absolutely necessary to effectuate the Debtors' orderly wind down. Accordingly, the Debtors request the authority, but not the direction, to pay 503(b)(9) Claims critical to the Debtors' safe and orderly wind down of operations.

⁹ This amount excludes those amounts that are included as Lien Claims that would otherwise qualify as 503(b)(9) Claims.

IV. Customary Trade Terms.

29. In return for paying the Specified Trade Claims, the Debtors will use commercially reasonable efforts to require the Specified Trade Claimants to provide favorable postpetition trade terms in line with historical practice during the wind down (collectively, the “Customary Trade Terms”). The Debtors will condition payment of the Specified Trade Claims upon each Specified Trade Claimant’s written agreement (substantially in the form attached to the Interim and Final Orders as Exhibit A (each a “Trade Agreement”)) to continue supplying goods and/or services to the Debtors for the duration of these chapter 11 cases in accordance with Customary Trade Terms.¹⁰ The Trade Agreement will be a legally binding contractual arrangement between the parties governing the commercial trade relationship on the terms provided therein. Furthermore, the Debtors will not complete any Ongoing Project absent a written agreement (the “Customer Agreement”), in form and substance acceptable to the Debtors and the customer, describing the obligations and commitments of each party in connection with completion of the Ongoing Project. The Customer Agreement will be a legally binding contractual arrangement between the parties governing the completion of the Ongoing Project. To the extent any party accepts payment on account of a Specified Trade Claim, and fails to provide goods and/or services on Customary Trade Terms or honor the Trade Agreement, then, subject to the Trade Claimant’s rights and the terms of the Trade Agreement: (a) such payment may be deemed to be an improper postpetition transfer on account of a prepetition claim, and therefore, immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the

¹⁰ The Debtors also seek limited authority to pay certain Specified Trade Claims, in the event that no Trade Agreement has been executed, if the Debtors determine, in their business judgment, that a formal Trade Agreement is unnecessary to ensure a vendor’s continued performance on Customary Trade Terms and such vendor acknowledges (in writing, which may be by email) that it will continue providing services as agreed with the Debtors or otherwise be subject to the provisions of the Interim and Final Order with respect to such payment.

Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize it and apply any payment made pursuant to payment of a Specified Trade Claim to such outstanding postpetition balance and such Specified Trade Claimant will be required to repay the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

V. Payment of Outstanding Orders.

30. Prior to the Petition Date and in the ordinary course of business, the Debtors may have ordered goods that will not be delivered until after the Petition Date (the “Outstanding Orders”).¹¹ To avoid becoming general unsecured creditors of the Debtors’ estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition. The Debtors estimate that they owe approximately \$10 million on account of Outstanding Orders as of the Petition Date. To prevent any disruption to the Debtors’ remaining operations, and given the goods will be delivered postpetition, the Debtors request that the Court confirm the administrative expense priority status of claims related to the Outstanding Orders under section 503(b)(9) of the Bankruptcy Code and authorize the Debtors to pay those claims in the ordinary course of business.

¹¹ The Debtors believe that as of the Petition Date, they owe approximately \$10 million on account of Outstanding Orders, of which \$5.5 million is attributable to Mineral Contractor Claims and \$2.5 million of which is attributable to Shipping Claims. The remaining \$2 million is on account of goods ordered from other trade vendors.

Basis for Relief

I. The Court Should Authorize the Payment of the Specified Trade Claims.

31. Courts have recognized that it is appropriate to authorize the payment of certain prepetition obligations where necessary to protect and preserve the estate. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). *See also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (“The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept”); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, (*In re James A. Phillips, Inc.*), 29 B.R. 391, 398 (S.D.N.Y. 1983). In doing so, these courts acknowledge that several legal theories rooted in sections 105(a), 362(d), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

32. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession is given the same rights and powers as a trustee appointed in a bankruptcy case, including the “implied duty of the debtor in possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *See In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *CoServ*, 273 B.R. at 497).

33. Moreover, under section 105(a) of the Bankruptcy Code, “the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code.” 11 U.S.C. § 105(a); *CoServ*, 273 B.R. at 497 (bankruptcy courts have authority, through section 105(a) of the Bankruptcy Code, to grant critical vendor motions in the

interest of preservation of a debtor's bankruptcy estate); *CEI Roofing*, 315 B.R. at 56; *In re Mirant Corp.*, 296 B.R. 427 (Bankr. N.D. Tex. 2003).

34. No provision of the Bankruptcy Code expressly prohibits the postpetition payment of prepetition Specified Trade Claims. Indeed, the above-referenced sections of the Bankruptcy Code authorize such payments when the payments are critical to preserving and maximizing the value of a debtor's estate, as is the case here.

35. Moreover, courts have noted that there are instances in which debtors in possession can fulfill their fiduciary duties "only . . . by the preplan satisfaction of a prepetition claim." *CoServ*, 273 B.R. at 497. The *CoServ* court specifically noted that the preplan satisfaction of prepetition claims would be a valid exercise of a debtor's fiduciary duty when the payment "is the only means to effect a substantial enhancement of the estate," *id.*, and also when the payment was to "sole suppliers of a given product." *Id.* at 498. Courts in the Fifth Circuit, including the Southern District of Texas, have followed *CoServ*'s three-part test to determine whether a prepetition claim of a "critical vendor" may be paid outside of the plan process on a postpetition basis:

First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor's going concern value, which is disproportionate to the amount of the claimant's pre-petition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

CoServ, L.L.C., 273 B.R. at 498; *see also Mirant Corp.*, 296 B.R. at 429–30.

36. Here, allowing the Debtors to pay the Specified Trade Claims is especially appropriate because it is consistent with the "two recognized policies" behind chapter 11 of the Bankruptcy Code—preserving the value of the Debtors' estates and maximizing the value available to satisfy creditors. *See Bank of Am. Nat'l Trust & Savs. Ass'n v. 203 N. LaSalle St. P'Ship*, 526 U.S. 434, 453 (1999); *see also Czyzewski v. Jevic Holding Corp.*, -- U.S. --, 137 S. Ct.

973, 985 (2017) (noting that courts have approved critical vendor orders that serve “significant Code-related objectives”); *CoServ*, 273 B.R. at 497 (noting that “it is only logical that the bankruptcy court be able to use section 105(a) of the [Bankruptcy] Code to authorize satisfaction of the pre-petition claim in aid of preservation or enhancement of the estate”).

II. Failure To Timely Pay the Specified Trade Claims Would Threaten the Debtors’ Operations and Subject the Debtors’ and the Debtors’ Customers’ Assets To Liens.

37. The relief requested by this Motion is critical to protect the Debtors’ remaining assets. Specifically, failure to pay certain Lien Claims could result in certain Specified Trade Claimants asserting liens on the Debtors’ assets or the assets of the Debtors’ customers. For instance, as discussed, Mineral Contractors may assert liens on Debtors’ customers’ wells and Shippers may assert liens on the Debtors’ goods in their possession. *See, e.g.*, Tex. Prop. Code Ann. § 56.002; Tex. Prop. Code Ann. § 56.003; Okla. St. Ann. tit. 42 § 144; La. Rev. Stat. Ann. § 9:4862; N.M. Stat. Ann. § 70-4-1; N.D. Cent. Code Ann. § 35-24-02; Okla. St. Ann. tit. 42, § 144.

38. According to section 362(b)(3) of the Bankruptcy Code, the act of perfecting statutory liens, to the extent consistent with section 546(b) of the Bankruptcy Code, is expressly excluded from the protections afforded by the automatic stay. 11 U.S.C. § 362(b)(3). As a result, certain Specified Trade Claimants may be able to perfect liens against the Debtors’ assets notwithstanding the automatic stay.

39. Where certain Specified Trade Claimants assert liens against the assets of the Debtors’ or the Debtors’ customers, the results would be detrimental to the Debtors and their creditors. Mineral Contractors could assert liens against the land, leasehold, or oil or gas wells for which they provided services. Tex. Prop. Code Ann. § 56.003; Okla. St. Ann. tit. 42 § 144. Shippers could execute possessory liens over, among other things, the Debtors’ equipment, and

materials, jeopardizing revenues and relationships with counterparties in their possession. *See, e.g.*, Tex. Prop. Code Ann. § 56.002. Accordingly, the Debtors submit that the payment of the Lien Claims is necessary to effectuate an orderly wind down.

III. The Court Should Authorize the Payment of Claims Entitled to Priority Pursuant to Section 503(b)(9) of the Bankruptcy Code.

40. Section 503(b)(9) of the Bankruptcy Code provides administrative priority for the “value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which goods have been sold to the debtor in the ordinary course of such debtor’s business.” These claims must be paid in full for the Debtors to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(A). Therefore, payment of these claims now does not enhance the rights of these claimants, it merely provides them with what they would ultimately receive under a plan. Additionally, payment of section 503(b)(9) Claims at the outset of the case benefits all stakeholders because it will facilitate a seamless transition into bankruptcy.

41. Moreover, the Bankruptcy Code does not prohibit a debtor from paying section 503(b)(9) Claims prior to confirmation. Under section 363(c)(1) of the Bankruptcy Code, the Debtors may pay administrative priority claims incurred in the ordinary course of business in accordance with their business judgment. *See, e.g., In re Dura Auto. Sys. Inc.*, No. 06-11202 (KJC) (Bankr. D. Del. Oct. 31, 2006) Hr’g Tr. 49:21-23 (“I think arguably the debtor could pay its 503(b)(9) claimants without court approval.”). The timing of such payments also lies squarely within the Court’s discretion. *See In re Glob. Home Prods., LLC*, No. 06-10340 (KG), 2006 WL 3791955, at *3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that “the timing of the payment of that administrative expense claim is left to the discretion of the Court”).

42. The Debtors’ ability to obtain goods and materials is essential to their ability to successfully wind down their ongoing operations in a value-maximizing manner. Absent payment

of the 503(b)(9) Claims at the outset of these chapter 11 cases—which merely accelerates the timing of payment and not the ultimate treatment of such claims—the Debtors could be denied access to the equipment and goods necessary to facilitate an orderly wind down. Therefore, the Debtors request authority to pay certain section 503(b)(9) Claims at the outset of these chapter 11 cases solely to the extent payment of the 503(b)(9) Claims is necessary to facilitate an orderly wind down.

IV. The Court Should Confirm that Outstanding Orders Are Administrative Expense Claims and Authorize Payment on Account Thereof.

43. Pursuant to section 503(b)(1) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of goods and services, including goods ordered prepetition, are administrative expense claims because they benefit the estate postpetition. *See* 11 U.S.C. § 503(b)(1)(A) (providing that the “actual [and] necessary costs and expenses of preserving the estate” are administrative expenses). *See also In re John Clay & Co.*, 43 B.R. 797, 809–10 (Bankr. D. Utah 1984) (holding that goods ordered prepetition but delivered postpetition are entitled to administrative priority). Therefore, should the Court authorize payment of the Outstanding Orders, it would not be affording these claims any greater priority than they already have or prejudicing other parties in interest. In addition, because suppliers could simply obtain payment of their claims by requiring the Debtors to reissue their Outstanding Orders postpetition, the relief requested herein simply saves time, delay, administrative burden, and disruption to the Debtors’ businesses at the outset of these chapter 11 cases.

44. Accordingly, the Debtors submit that the Court should confirm the administrative expense priority status of the Outstanding Orders and authorize the Debtors to pay the Outstanding Orders in the ordinary course of business.

V. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

45. Although the Debtors have limited liquidity, the Debtors will have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of limited access to cash collateral and prepayments or immediate payment by their customers of amounts owing in connection with Ongoing Projects. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Specified Trade Claims. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

46. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the ability of the Debtors' to maximize the value of their estates, and this emergency Motion is necessary to prevent unnecessary delay in these chapter 11 cases. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations and efforts at this critical juncture. Accordingly, the Debtors submit they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore,

respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

47. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

48. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the

Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

49. The Debtors will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition asset-based revolving credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition term loan facility and counsel thereto; (e) the administrative agent under the Debtors' prepetition real estate loan and counsel thereto; (f) the United States Attorney's Office for the Southern District of Texas; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

50. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
July 21, 2020

/s/ Paul D. Moak

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Certificate of Service

I certify that on July 21, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul D. Moak

Paul D. Moak

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. __

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS ON ACCOUNT OF
(A) CRITICAL VENDORS CLAIMS, (B) LIENS CLAIMS, AND (C) 503(b)(9)
CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF
OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing, but not directing, the Debtors to pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims; (b) confirming the administrative expense priority status of Outstanding Orders and authorizing, but not directing, payment of such obligations in the ordinary course of business; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __:__.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

2. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy prepetition amounts on account of the Specified Trade Claims, in the estimated amounts and categories as described in the Motion as necessary to avoid immediate and irreparable harm, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). In the event Debtors will exceed the aggregate amounts in any category as detailed in the Motion during the interim period, Debtors shall file a notice with the Court describing the category and overage amount.

3. The form of Trade Agreement, substantially in the form attached hereto as **Exhibit A**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment.

4. The Debtors are authorized, but not directed, to condition payment of the Specified Trade Claims upon the execution of a Customer Agreement, and the Debtors are authorized, but not directed, to enter into such Customer Agreements when, and if, the Debtors determine, in the exercise of their reasonable business judgment that it is appropriate to do so.

5. The Debtors are authorized, but not directed, to condition payment of the Specified Trade Claims upon the execution of a Trade Agreement, and the Debtors are authorized, but not directed, to enter into such Trade Agreements when, and if, the Debtors determine, in the exercise of their reasonable business judgment that it is appropriate to do so.

6. The Debtors are authorized, but not directed, to require that, as a condition to receiving any payment under this Interim Order, a payee maintain or apply, as applicable, terms during the pendency of these chapter 11 cases that are at least as favorable as those terms existing as of the Petition Date or otherwise satisfactory to the Debtors (the “Customary Trade Terms”).

7. The Debtors are authorized, but not directed, to pay Specified Trade Claims, in the event that no Trade Agreement has been executed if the Debtors determine, in their business judgment that a formal Trade Agreement is unnecessary to ensure a vendor’s continued performance on Customary Trade Terms.

8. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors’ discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash

upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise. The Debtors shall provide a copy of this Interim Order to the applicable party prior to such party's acceptance of any payment hereunder.

9. The Debtors shall maintain a schedule/matrix of amounts paid pursuant to this Order including the following information: (a) the name of each Specified Trade Claimant paid on account of the Specified Trade Claims, (b) the amount and date paid to each Specified Trade Claimant, (c) the goods or services provided by such Specified Trade Claimant as characterized in the motion, and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

10. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, subject to prior written approval of the administrative agent under the Debtors' asset-based revolving credit

facility, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

11. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Specified Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such claims.

12. Any party that accepts payment from the Debtors on account of a Specified Trade Claim shall be deemed to have agreed to the terms and provisions of this Interim Order. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order to a holder of a Specified Trade Claim, the Debtors shall provide such holder with a copy of this Interim Order (unless previously provided to such Specified Trade Claimant).

13. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

14. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

15. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash

collateral (as may be modified, amended, or supplemented, the “Cash Collateral Orders”) (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’, or any other party in interest’s, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Specified Trade Claims.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: _____, 2020
Houston, Texas

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Form of Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT STATEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

BJ Services, LLC (the “Company”), on the one hand, and [VENDOR] (“Vendor”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of this [DATE].

Recitals

WHEREAS on July 20, 2020 (the “Petition Date”), BJ Services, LLC and its affiliates and related entities (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

WHEREAS on July [●], 2020, the Court entered its *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims on Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “Specified Trade Claims Order”) [Docket No. [●]] authorizing the Debtors on an interim basis, under certain conditions, to pay the prepetition claims of certain vendors, including Vendor, subject to the terms and conditions set forth therein.¹

WHEREAS prior to the Petition Date, Vendor delivered goods to the Company, and the Company paid Vendor for such goods, according to Customary Trade Terms (as defined herein).

WHEREAS the Company intends to complete certain ongoing customer projects (the “Ongoing Projects”) at open well site(s) (each an “Open Well Site”).

WHEREAS the Company and Vendor (each a “Party,” and collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

¹ Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Specified Trade Claims Order.

2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Vendor is \$[●] (the “Agreed Vendor Claim”). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim:

a. Pay Vendor \$[●] in full satisfaction of its Agreed Vendor Claim (the “Vendor Payment”) (without interest, penalties, or other charges), as such invoices become due and payable; or

b. Pay the Vendor Payment (with interest, penalties, or other charges) on the date which is the later of 30 days after the effective date of a chapter 11 plan and when the invoices become payable in ordinary course.

3. Agreement to Supply.

a. Vendor shall supply goods to the Company for the duration of the Debtors’ chapter 11 cases based on the following “Customary Trade Terms”: the trade terms at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) in place in the 120 days prior to the Petition Date.

b. Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company in the ordinary course of business for the duration of the Debtors’ chapter 11 cases pursuant to the Customary Trade Terms.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed-to in writing by the Parties.

4. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company’s chapter 11 cases on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.

b. Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Company’s chapter 11 case.

c. Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity, including the Company’s customers, or any of their respective assets or property (real or personal), any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if

Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

5. Vendor Breach.

a. In the event that Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to Vendor, Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to Vendor from the Company.

b. In the event that the Company recovers the Vendor Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

6. Notice.

If to Vendor:

[▪]

and

[▪]

If to Company:

BJ Services, LLC
11211 Farm to Market 2920 Road
Tomball, Texas 77375
Attn: John R. Bakht
Email: generalcounsel@bjservices.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco, P.C.
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and

300 North LaSalle, Chicago, Illinois 60654
Attn.: Samantha G. Lawrence
Joshua M. Altman
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
E-mail: samantha.lawrence@kirkland.com
josh.altman@kirkland.com

7. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Specified Trade Claims Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Specified Trade Claims Order;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Specified Trade Claims Order;

c. if Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Specified Trade Claims Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Company, until a ruling of the Court is obtained.

8. Confidentiality. Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "Confidential Information"); *provided, that*, if any party seeks to compel Vendor's disclosure of any or all of the Confidential Information, through judicial action or

otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[COMPANY]

[VENDOR]

By:

Title:

By:

Title:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

BJ SERVICES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-33627 (MI)

(Jointly Administered)

Re: Docket No. __

**FINAL ORDER (I) AUTHORIZING THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS ON ACCOUNT OF
(A) CRITICAL VENDORS CLAIMS, (B) LIENS CLAIMS, AND (C) 503(B)(9)
CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF
OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing, but not directing, the Debtors to pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims; (b) confirming the administrative expense priority status of Outstanding Orders and authorizing, but not directing, payment of such obligations in the ordinary course of business; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON A FINAL BASIS THAT:

1. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy prepetition amounts on account of the Specified Trade Claims, in the estimated amounts and categories as described in the Motion as necessary to avoid immediate and irreparable harm, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). In the event Debtors will exceed the aggregate amounts in any category as detailed in the Motion, Debtors shall file a notice with the Court describing the category and overage amount.

2. The form of Trade Agreement, substantially in the form attached hereto as **Exhibit A**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment.

3. The Debtors are authorized, but not directed, to condition payment of the Specified Trade Claims upon the execution of a Customer Agreement, and the Debtors are authorized, but

not directed, to enter into such Customer Agreements when, and if, the Debtors determine, in the exercise of their reasonable business judgment that it is appropriate to do so.

4. The Debtors are authorized, but not directed, to condition payment of the Specified Trade Claims upon the execution of a Trade Agreement, and the Debtors are authorized, but not directed, to enter into such Trade Agreements when, and if, the Debtors determine, in the exercise of their reasonable business judgment that it is appropriate to do so.

5. The Debtors are authorized, but not directed, to require that, as a condition to receiving any payment under this Final Order, a payee maintain or apply, as applicable, terms during the pendency of these chapter 11 cases that are at least as favorable as those terms existing as of the Petition Date or otherwise satisfactory to the Debtors (the “Customary Trade Terms”).

6. The Debtors are authorized, but not directed, to pay Specified Trade Claims, in the event that no Trade Agreement has been executed if the Debtors determine, in their business judgment that a formal Trade Agreement is unnecessary to ensure a vendor’s continued performance on Customary Trade Terms.

7. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors’ discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the

Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise. The Debtors shall provide a copy of this Final Order to the applicable party prior to such party's acceptance of any payment hereunder.

8. The Debtors shall maintain a schedule/matrix of amounts paid pursuant to this Order including the following information: (a) the name of each Specified Trade Claimant paid on account of the Specified Trade Claims, (b) the amount and date paid to each Specified Trade Claimant, (c) the goods or services provided by such Specified Trade Claimant as characterized in the motion, and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

9. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, subject to prior written approval of the administrative agent under the Debtors' asset-based revolving credit facility, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

10. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Specified Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Final Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such claims.

11. Any party that accepts payment from the Debtors on account of a Specified Trade Claim shall be deemed to have agreed to the terms and provisions of this Final Order. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Final Order to a holder of a Specified Trade Claim, the Debtors shall provide such holder with a copy of this Final Order (unless previously provided to such Specified Trade Claimant).

12. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

13. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

14. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders

or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

15. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

16. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on

the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

17. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Specified Trade Claims.

18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

19. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

21. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: _____, 2020
Houston, Texas

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Form of Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT STATEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

BJ Services, LLC (the “Company”), on the one hand, and [VENDOR] (“Vendor”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of this [DATE].

Recitals

WHEREAS on July 20, 2020 (the “Petition Date”), BJ Services, LLC and its affiliates and related entities (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

WHEREAS on July [●], 2020, the Court entered its *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims on Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “Specified Trade Claims Order”) [Docket No. [●]] authorizing the Debtors on a final basis, under certain conditions, to pay the prepetition claims of certain vendors, including Vendor, subject to the terms and conditions set forth therein.¹

WHEREAS prior to the Petition Date, Vendor delivered goods to the Company, and the Company paid Vendor for such goods, according to Customary Trade Terms (as defined herein).

WHEREAS the Company intends to complete certain ongoing customer projects (the “Ongoing Projects”) at open well site(s) (each an “Open Well Site”).

WHEREAS the Company and Vendor (each a “Party,” and collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

¹ Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Specified Trade Claims Order.

2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Vendor is \$[●] (the “Agreed Vendor Claim”). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim:

a. Pay Vendor \$[●] in full satisfaction of its Agreed Vendor Claim (the “Vendor Payment”) (without interest, penalties, or other charges), as such invoices become due and payable; or

b. Pay the Vendor Payment (with interest, penalties, or other charges) on the date which is the later of 30 days after the effective date of a chapter 11 plan and when the invoices become payable in ordinary course.

3. Agreement to Supply.

a. Vendor shall supply goods to the Company for the duration of the Debtors’ chapter 11 cases based on the following “Customary Trade Terms”: the trade terms at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) in place in the 120 days prior to the Petition Date.

b. Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company in the ordinary course of business for the duration of the Debtors’ chapter 11 cases pursuant to the Customary Trade Terms.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed-to in writing by the Parties.

4. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company’s chapter 11 cases on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.

b. Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Company’s chapter 11 case.

c. Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity, including the Company’s customers, or any of their respective assets or property (real or personal), any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if

Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

5. Vendor Breach.

a. In the event that Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to Vendor, Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to Vendor from the Company.

b. In the event that the Company recovers the Vendor Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

6. Notice.

If to Vendor:

[•]

and

[•]

If to Company:

BJ Services, LLC
11211 Farm to Market 2920 Road
Tomball, Texas 77375
Attn: John R. Bakht
Email: generalcounsel@bjservices.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco, P.C.
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and

300 North LaSalle, Chicago, Illinois 60654
Attn.: Samantha G. Lawrence
Joshua M. Altman
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
E-mail: samantha.lawrence@kirkland.com
josh.altman@kirkland.com

7. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Specified Trade Claims Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Specified Trade Claims Order;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Specified Trade Claims Order;

c. if Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Specified Trade Claims Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Company, until a ruling of the Court is obtained.

8. Confidentiality. Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "Confidential Information"); *provided, that*, if any party seeks to compel Vendor's disclosure of any or all of the Confidential Information, through judicial action or

otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[COMPANY]

[VENDOR]

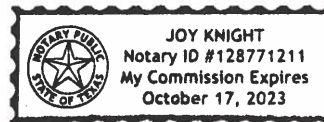
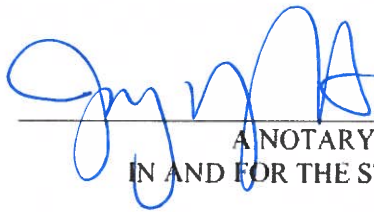
By:

Title:

By:

Title:

THIS IS **EXHIBIT "19"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



ENTERED
07/21/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. <u>38</u>

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS ON ACCOUNT OF
(A) CRITICAL VENDORS CLAIMS, (B) LIENS CLAIMS, AND (C) 503(b)(9)
CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF
OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing, but not directing, the Debtors to pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims; (b) confirming the administrative expense priority status of Outstanding Orders and authorizing, but not directing, payment of such obligations in the ordinary course of business; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. A further interim hearing will be conducted on July 29, 2020 at 1:30 p.m., prevailing Central Time. Pending the further interim hearing, and notwithstanding anything in this Order to the contrary, the Debtors are not authorized to pay any sums under this Order to any vendor that is not expected to provide goods and services to the Debtors within 15 days of entry of this Order.

2. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy prepetition amounts on account of the Specified Trade Claims, in the estimated amounts and categories as described in the Motion as necessary to avoid immediate and irreparable harm, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). In the event Debtors will exceed the aggregate amounts in any category as detailed in the Motion during the interim period, Debtors shall file a notice with the Court describing the category and overage amount.

3. The form of Trade Agreement, substantially in the form attached hereto as **Exhibit A**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment.

4. The Debtors must condition payment of the Specified Trade Claims upon the execution of a Customer Agreement.

5. The Debtors must condition payment of the Specified Trade Claims upon the execution of a Trade Agreement.

6. The Debtors must condition any payment under this Interim Order, on an agreement that the payee will maintain or apply, as applicable, terms during the pendency of these chapter 11 cases that are at least as favorable as those terms existing as of the Petition Date or otherwise satisfactory to the Debtors (the “Customary Trade Terms”).

7. Omitted.

8. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors’ discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash

upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise. The Debtors shall provide a copy of this Interim Order to the applicable party prior to such party's acceptance of any payment hereunder.

9. The Debtors shall maintain a schedule/matrix of amounts paid pursuant to this Order including the following information: (a) the name of each Specified Trade Claimant paid on account of the Specified Trade Claims, (b) the amount and date paid to each Specified Trade Claimant, (c) the goods or services provided by such Specified Trade Claimant as characterized in the motion, and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

10. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, subject to prior written approval of the administrative agent under the Debtors' asset-based revolving credit

facility, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

11. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Specified Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such claims.

12. Any party that accepts payment from the Debtors on account of a Specified Trade Claim shall be deemed to have agreed to the terms and provisions of this Interim Order. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order to a holder of a Specified Trade Claim, the Debtors shall provide such holder with a copy of this Interim Order (unless previously provided to such Specified Trade Claimant).

13. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

14. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

15. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash

collateral (as may be modified, amended, or supplemented, the “Cash Collateral Orders”) (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’, or any other party in interest’s, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Specified Trade Claims.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 21, 2020

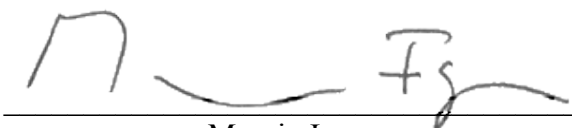

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Form of Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT STATEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

BJ Services, LLC (the “Company”), on the one hand, and [VENDOR] (“Vendor”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of this [DATE].

Recitals

WHEREAS on July 20, 2020 (the “Petition Date”), BJ Services, LLC and its affiliates and related entities (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

WHEREAS on July [●], 2020, the Court entered its *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims on Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “Specified Trade Claims Order”) [Docket No. [●]] authorizing the Debtors on an interim basis, under certain conditions, to pay the prepetition claims of certain vendors, including Vendor, subject to the terms and conditions set forth therein.¹

WHEREAS prior to the Petition Date, Vendor delivered goods to the Company, and the Company paid Vendor for such goods, according to Customary Trade Terms (as defined herein).

WHEREAS the Company intends to complete certain ongoing customer projects (the “Ongoing Projects”) at open well site(s) (each an “Open Well Site”).

WHEREAS the Company and Vendor (each a “Party,” and collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

¹ Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Specified Trade Claims Order.

2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Vendor is \$[●] (the “Agreed Vendor Claim”). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim:

a. Pay Vendor \$[●] in full satisfaction of its Agreed Vendor Claim (the “Vendor Payment”) (without interest, penalties, or other charges), as such invoices become due and payable; or

b. Pay the Vendor Payment (with interest, penalties, or other charges) on the date which is the later of 30 days after the effective date of a chapter 11 plan and when the invoices become payable in ordinary course.

3. Agreement to Supply.

a. Vendor shall supply goods to the Company for the duration of the Debtors’ chapter 11 cases based on the following “Customary Trade Terms”: the trade terms at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) in place in the 120 days prior to the Petition Date.

b. Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company in the ordinary course of business for the duration of the Debtors’ chapter 11 cases pursuant to the Customary Trade Terms.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed-to in writing by the Parties.

4. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company’s chapter 11 cases on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.

b. Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Company’s chapter 11 case.

c. Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity, including the Company’s customers, or any of their respective assets or property (real or personal), any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if

Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

5. Vendor Breach.

a. In the event that Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to Vendor, Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to Vendor from the Company.

b. In the event that the Company recovers the Vendor Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

6. Notice.

If to Vendor:

[•]

and

[•]

If to Company:

BJ Services, LLC
11211 Farm to Market 2920 Road
Tomball, Texas 77375
Attn: John R. Bakht
Email: generalcounsel@bjservices.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco, P.C.
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and

300 North LaSalle, Chicago, Illinois 60654
Attn.: Samantha G. Lawrence
Joshua M. Altman
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
E-mail: samantha.lawrence@kirkland.com
josh.altman@kirkland.com

7. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Specified Trade Claims Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Specified Trade Claims Order;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Specified Trade Claims Order;

c. if Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Specified Trade Claims Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Company, until a ruling of the Court is obtained.

8. Confidentiality. Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "Confidential Information"); *provided, that*, if any party seeks to compel Vendor's disclosure of any or all of the Confidential Information, through judicial action or

otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[COMPANY]

[VENDOR]

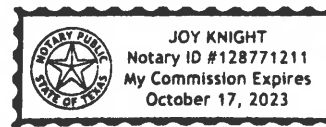
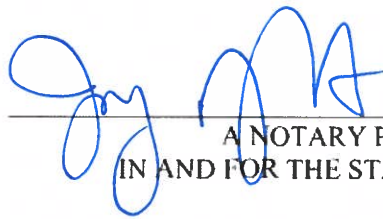
By:

Title:

By:

Title:

THIS IS **EXHIBIT "20"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE
DEBTORS TO (A) CONTINUE INSURANCE COVERAGE ENTERED
INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS
RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND,
OR PURCHASE INSURANCE POLICIES, (C) HONOR THE TERMS OF THE
PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS THEREUNDER,
(D) ENTER INTO NEW PREMIUM FINANCING AGREEMENTS IN THE
ORDINARY COURSE OF BUSINESS, AND (II) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON MATTER ON JULY 21, 2020, AT 4:00 PM (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN JULY 21, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1 (832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE JUDGE IS "JUDGEISGUR". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY".

HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;
- 2) SELECTING "BANKRUPTCY COURT" FROM THE TOP MENU;
- 3) SELECTING JUDGES' PROCEDURES AND SCHEDULES;
- 4) SELECTING "VIEW HOME PAGE" FOR JUDGE ISGUR;
- 5) UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;"
- 6) SELECT BJ SERVICES, LLC, ET AL. FROM THE LIST OF ELECTRONIC APPEARANCE LINKS, AND
- 7) AFTER SELECTING BJ SERVICES, LLC, ET AL. FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE "SUBMIT" BUTTON AT THE BOTTOM OF THE PAGE.

SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING .

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² respectfully state the following in support of this motion (this "Motion"):³

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"): (a) authorizing the Debtors to (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto, (ii) renew, amend, supplement, extend, or purchase insurance policies in the ordinary course of business on a postpetition basis, (iii) honor the terms of the Premium Financing Agreements and pay premiums thereunder, and (iv) enter into new premium financing agreements; and (b) granting related relief.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in the *Declaration of Warren Zemplak, Chief Executive Officer of BJ Services, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

³ Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion or in the First Day Declaration, as applicable.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334. This is a core proceeding pursuant to 28 U.S.C § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363(b), 364(c) and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and rules 4002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background⁴

5. BJ Services, LLC and its Debtor affiliates are leading providers of pressure pumping and oilfield services for the petroleum industry. Headquartered in Tomball, Texas, the Debtors operate through two segments, hydraulic fracturing and cementing. The Debtors primarily serve customers in upstream North American oil and natural gas shale basins in the completion of new wells and in remedial work on existing wells.

6. On July 20, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion

⁴ As described in the First Day Declaration, the Debtors are in the process of pursuing an orderly wind down of their operations and sale of their business. Accordingly, the Debtors will modify the Insurance Policies described in this Motion as appropriate to facilitate a value maximizing sale and wind down.

requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

The Insurance Policies and Related Payment Obligations

7. In the ordinary course of business, the Debtors maintain approximately 20 insurance policies that are administered by various third-party insurance carriers (collectively, the “Insurance Carriers”). These policies provide coverage for both general commercial business risks and risks specific to the petroleum industry, including, but not limited to, coverage for the Debtors’ general liability, directors’ and officers’ liability, automobile liability, fiduciary liability, and employment practices liability (each, an “Insurance Policy” and collectively, the “Insurance Policies”). A schedule of the Insurance Policies is attached to the Order as Exhibit A.⁵

8. Continuation of the Insurance Policies and entry into new insurance policies is essential to the preservation of the value of the Debtors’ estates. Moreover, in many instances, insurance coverage is required by the regulations, laws, certain credit agreements,⁶ and contracts

⁵ The descriptions of the Insurance Policies set forth in this Motion, including on Exhibit A to the Order, constitute only a summary. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the description in this Motion. The Debtors request authority to honor obligations and renew all insurance policies, as applicable, regardless of whether the Debtors inadvertently fail to include a particular insurance policy on Exhibit A to the Order, and any such omitted insurance policy is hereby included in the defined term “Insurance Policies” as used herein and in the Order. Moreover, and in addition to the Insurance Policies listed on Exhibit A to the Order, the Debtors maintain numerous insurance policies with respect to, among other things, workers’ compensation, employee health, disability, and life insurance benefits. These programs are described, and relief is requested with respect to such programs, in the *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, and (B) Continue Employee Benefits Programs and (II) Granting Related Relief*, filed contemporaneously herewith.

⁶ Specifically, that certain Second Amended and Restated Credit Agreement dated January 28, 2019 (the “Credit Agreement”), requires the Debtors to maintain insurance as required by law and in a manner commercially reasonable for businesses similarly situated as the Debtors.

that govern the Debtors' commercial activities, as well as being required by the Office of the United States Trustee (the "U.S. Trustee"). Accordingly, the Debtors seek authorization to maintain their existing Insurance Policies, pay prepetition obligations (if any) related thereto, and renew, supplement, or enter into new insurance policies in the ordinary course of business on a postpetition basis.

A. Premium Payments.

9. The aggregate annual premium for the Insurance Policies is approximately \$7.83 million, not including applicable taxes and surcharges, deductibles, brokerage and consulting fees, and commissions. As of the Petition Date, the Debtors do not believe they owe any amounts with respect to premiums related to the Insurance Policies. The Insurance Policies generally are one year in length (although certain policies may be longer than one year based on market conditions and availability at the time) and renew predominately in January and April of each year.

B. Brokerage Fees.

10. The Debtors obtain the Insurance Policies primarily through their insurance broker, Lockton Companies, and any wholesale brokers used in connection with the procurement of such Insurance Policies (collectively, the "Brokers"). The Brokers assist the Debtors in obtaining comprehensive insurance coverage for their operations in the most cost-effective manner, negotiating policy terms, provisions, and premiums, assisting the Debtors with claims, and providing ongoing support throughout the applicable policy periods. The Brokers collect commission payments for services rendered in addition to or as part of the premiums paid on the Insurance Policies (the "Brokerage Fees"). Brokerage Fees are typically paid pursuant to the Debtors' Premium Financing Agreements. As of the Petition Date, the Debtors do not believe that

they owe any amounts to the Brokers on account of prepetition Brokerage Fees. To the extent any such prepetition amounts are determined to remain outstanding, the Debtors seek authority, but not direction, to honor any Brokerage Fees in full, in cash to ensure uninterrupted coverage under their Insurance Policies.

C. Premium Financing Agreements

11. Some, but not all, of the Insurance Policies are financed through premium financing agreements with Talbot Premium Financing, LLC (“Talbot Premium Financing Agreement”) and Berkley Oil and Gas (“Berkley Premium Financing Agreement,” collectively, the “Premium Financing Agreements”). The Talbot Premium Financing Agreement is financed with a down payment and nine monthly installments. The Talbot Premium Financing Agreement covers excess liability, the energy package, broker fee, and environmental policies. The Berkley Premium Financing Agreement, which covers the auto liability and umbrella policy, is financed with a down payment and eight installments. As of the Petition Date, approximately \$2.5 million is outstanding on account of the Premium Financing Agreements, \$367,000 of which will come due within the first 21 days after the Petition Date. The Debtors’ obligations under the Premium Financing Agreements are secured by a security interest in all sums payable to the applicable Debtor under the Insurance Policies, including, among other things, any gross unearned premium, dividend payments, and interests arising under a state guarantee fund.

12. Because the Premium Financing Agreements are an integral part of the Debtors’ insurance programs and vital to their ability to finance and procure the Insurance Policies, the Debtors seek authority, but not direction, to honor any amounts owed in full to ensure uninterrupted coverage under their Insurance Policies.

13. To the extent that the Premium Financing Agreements expire during the course of these chapter 11 cases, the Debtors seek authority to renew their Premium Financing Agreements, or enter into new premium financing agreements on terms materially consistent with existing Premium Finance Agreements,⁷ without further Court approval. The Debtors respectfully submit that renewal of the Premium Financing Agreements falls squarely within the ordinary course of the Debtors' business. Out of an abundance of caution, to confirm their ability to satisfy one of their obligations of operating as debtors in possession, the Debtors seek the Court's authority now to renew the Premium Financing Agreements as necessary in the Debtors' business judgment.

Basis for Relief

I. Continuation of the Insurance Policies Is Required by the Bankruptcy Code and U.S. Trustee Operating Guidelines.

14. Section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, certain credit agreements,⁸ and contracts that govern the Debtors' commercial activities, including the U.S. Trustee's *Region 7 Guidelines for Debtors-in-Possession* (the "U.S. Trustee Operating Guidelines"). Given this backdrop, the Debtors believe it is essential to their estates, and consistent with the Bankruptcy Code and the U.S. Trustee Operating Guidelines, that they (a) maintain, and continue to make all payments required under, their Insurance Policies and (b) have the authority

⁷ For the avoidance of doubt, such terms may include the automatic termination of an insurance policy in the event of the Debtors' non-payment.

⁸ As noted, the Credit Agreement requires the Debtors to maintain insurance as required by law and in a manner commercially reasonable for businesses similarly situated as the Debtors.

to supplement, amend, extend, renew, or replace their Insurance Policies as needed, in the ordinary course of business, without further order of the Court.⁹

II. Renewing, Supplementing, Purchasing, or Entering Into New Policies, and Paying Obligations Related to the Insurance Policies and Premium Financing Agreements in the Ordinary Course of Business Is Each Warranted.

15. Given the importance of the Insurance Policies to the Debtors' ability to maximize value of their estates, the Debtors request authority to pay any prepetition amounts due on account of the Insurance Policies. As stated above, approximately \$2.5 million is outstanding on account of the Debtors' Premium Financing Agreements, \$367,000 of which will come due within the first 21 days after the Petition Date. The Debtors are unaware of any additional outstanding prepetition obligations related to the Insurance Policies, Premium Payments, or Brokerage Fees.

16. Courts in the Fifth Circuit recognize that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). *See also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, (*In re James A. Phillips, Inc.*), 29 B.R. 391, 398 (S.D.N.Y. 1983) (affirming bankruptcy court order authorizing payments by debtor in possession to prepetition creditors because payments were essential to the debtor in possession's survival). In doing so, these courts acknowledge that several legal theories rooted in

⁹ The Debtors believe that continuation of the Insurance Policies and the ability to supplement, amend, extend, renew, or replace such Insurance Policies is authorized in the ordinary course. 11 U.S.C. § 363(c)(1). The Debtors therefore seek such relief out of an abundance of caution given the importance of the Insurance Policies to the protection of their estates.

sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

17. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) of the Bankruptcy Code provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. at 497).

18. Moreover, under section 105(a) of the Bankruptcy Code, “the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code.” 11 U.S.C. § 105(a). The Court’s power under section 105(a) to authorize payment of prepetition obligations is popularly referred to as the “necessity of payment” rule (also referred to as the “doctrine of necessity”) and has long been recognized as precedent within the Fifth Circuit. *See CoServ*, 273 B.R. at 492–93. Today, the rationale for the necessity of payment rule—the possible rehabilitation of a debtor in reorganization cases—is the paramount policy and goal of chapter 11. *See id.* at 497 (finding that, where claims require satisfaction for the debtor in possession to perform its obligations, the bankruptcy court is able to use section 105 of the Bankruptcy Code to authorize satisfaction of prepetition claims in aid of preservation or enhancement of the estate). *See also In re Scotia Development, LLC*, No. 07–20027 (RS), 2007 WL 2788840 at *1 (Bankr. S.D. Tex. Sept. 21, 2007); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a

debtor's business); 2 Collier on Bankruptcy ¶ 105.02[4][a] (16th ed. rev. 2015) (discussing cases in which courts have relied on the "doctrine of necessity" or the "necessity of payment" rule to pay prepetition claims immediately). Satisfying possible outstanding or future obligations related to the Insurance Policies is warranted under the doctrine of necessity.¹⁰

19. Here, the Debtors seek to continue, renew, amend, supplement, and extend their existing Insurance Policies, and purchase new policies in the ordinary course of business on a postpetition basis. Related to that process, the Debtors believe that failure to timely honor any outstanding prepetition obligations on account of the Insurance Policies could negatively affect the Debtors' ability to enter into such amendments, supplements, extensions, or new policies. Moreover, as described above, continuation of the Insurance Policies is essential to preserving the value of the Debtors' assets and minimizing exposure to risk during the pendency of these chapter 11 cases.

III. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

20. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Insurance Policies. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all

¹⁰ Although the Debtors do not believe there are any amounts outstanding as of the Petition Date, to the extent any such obligations exist, the Debtors submit it would be within their sound business judgment to pay those obligations.

applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

21. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the ability of the Debtors’ to maximize the value of their estates, and this emergency Motion is necessary to prevent unnecessary delay in these chapter 11 cases. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations and efforts at this critical juncture. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

22. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

23. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy

law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

24. The Debtors will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition asset-based revolving credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition term loan facility and counsel thereto; (e) the administrative agent under the Debtors' prepetition real estate loan and counsel thereto; (f) the Insurance Carriers; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the

Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (k) the state attorneys general for states in which the Debtors conduct business; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

25. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
July 20, 2020

/s/ Paul D. Moak

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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on July 20, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul D. Moak

Paul D. Moak

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue the Insurance Policies including the Insurance Policies identified on Exhibit A attached hereto, and to pay any prepetition or postpetition obligations related to the Insurance Policies, including any amounts owed to the Brokers, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

2. The Debtors are authorized to continue, renew, amend, supplement, and extend their existing Insurance Policies, and purchase new policies in the ordinary course of business; subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders), *provided, however*, the Debtors will notify the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these cases if Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers,

enter into any new Premium Financing Agreements on terms materially consistent with existing Premium Finance Agreements,³ or obtain additional insurance coverage.

3. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment, as further described and classified in the Motion; (e) the Debtor or Debtors that made the payment; and (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

4. Notwithstanding anything to the contrary in the Premium Financing Agreements, the Debtors' filing of these chapter 11 cases shall not constitute a default under the Premium Financing Agreements.

5. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any person to whom any obligations under the Insurance Policies are owed.

6. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders")

³ For the avoidance of doubt, such terms may include the automatic termination of an insurance policy in the event of the Debtors' non-payment.

(including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such lien.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Insurance Policy.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2020
Houston, Texas

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Insurance Policies

Insurance Policies¹

Policy Type	Insurer	Policy Begins	Policy Ends²	Annual Premium	Monthly Premium
Automobile Liability	StarNet Insurance Company	4/1/2020	4/1/2021	\$1,159,147.00	\$96,595.58
Automobile Liability (Canada)	Liberty Mutual Canada	4/1/2020	4/1/2021	\$167,139.00	\$13,928.25
Lead D&O Side A (\$5m excess of \$20m)	National Union Fire Insurance Company of Pittsburgh, PA	1/29/2020	1/29/2021	\$19,000.00	\$1,583.33
Excess D&O Side A (\$5m excess of \$25m)	Endurance American Insurance Company	1/29/2020	1/29/2021	\$15,000.00	\$1,250.00
Excess Liability (\$75m excess of \$25m)	Lloyd's of London	4/1/2020	4/1/2021	\$641,025.00	\$53,418.75
General Commercial Liability - Canada	Berkley Insurance Company	4/1/2020	4/1/2021	\$49,710.00	\$4,142.50
Crime and Fidelity Coverage	Starr Indemnity and Liability Company	1/29/2020	1/29/2021	\$14,060.00	\$1,171.67
Contractors Pollution Liability (Canada)	Lloyd's of London	4/1/2020	4/1/2021	\$21,445.00	\$1,787.08

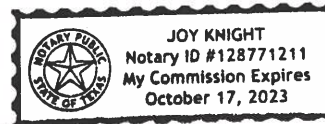
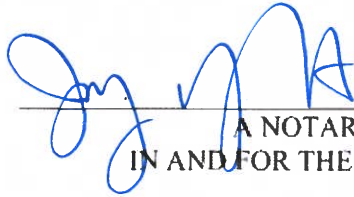
¹ The Debtors request authority to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on this exhibit.

² Prior to the Petition Date, the Debtors purchased and prepaid all premiums on account of tail coverage for the following Insurance Policies: (a) Primary Directors & Officers Liability; (b) Excess Directors & Officers Liability; (c) Lead Directors and Officers Side A Liability; (d) Excess Directors and Officers Side A Liability; (e) Primary Employment Practices Liability; (f) Excess Employment Practices Liability; (g) Primary Fiduciary Liability; and (h) Excess Fiduciary Liability.

Contractors Liability (US)	Pollution	Evanston Insurance Company	4/1/2020	4/1/2021	\$148,100.00	\$12,341.67
D&O Employment Liability and Liability	Liability, Practices and Fiduciary	Federal Insurance Company	1/29/2020	1/29/2021	\$78,434.00	\$6,536.17
Property, Equipment, and Contingent OFE		Underwriters at Lloyd's of London / Hudson Specialty Insurance Co. / StarNet Insurance Company	4/1/2020	4/1/2021	\$2,378,483.00	\$198,206.92
Commercial Liability	General	Berkley National Insurance Company	4/1/2020	4/1/2021	\$404,768.00	\$33,730.67
Pollution (Canada)	Legal Liability	Lloyd's of London	4/1/2020	4/1/2021	\$12,818.00	\$1,068.17
Pollution (US)	Legal Liability	Lloyd's of London	4/1/2020	4/1/2021	\$67,838.00	\$5,653.17
Kidnap & Ransom/Special Crime		Great American Insurance Company	1/29/2020	1/29/2021	\$6,545.00	\$545.42
\$25M Umbrella Policy		Berkley National Insurance Company	4/1/2020	4/1/2021	\$2,190,942.00	\$182,578.50
Excess D&O, EPL & Fiduciary (\$5m excess of \$5m)		Freedom Specialty Insurance Company	1/29/2020	1/29/2021	\$55,000.00	\$4,583.33
General Liability (\$100m excess of \$100m)		Lloyd's of London	4/1/2020	4/1/2021	\$275,000.00	\$22,916.67

Excess D&O (\$5m excess of \$10m)	Starr Indemnity and Liability Company	1/29/2020	1/29/2021	\$19,000.00	\$1,583.33
Excess D&O (\$5m excess of \$15m)	RLI Insurance Company	1/29/2020	1/29/2021	\$16,000.00	\$1,333.33
Credit Insurance	Euler Hermes	3/1/2020	2/28/2021	\$128,000.00	\$10,666.67
			Total	\$7,867,454.00	\$655,621.17

THIS IS **EXHIBIT "21"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



ENTERED
07/21/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. <u>11</u>

**ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE
INSURANCE COVERAGE ENTERED INTO PREPETITION
AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO,
(B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE
INSURANCE POLICIES, (C) HONOR THE TERMS OF THE PREMIUM
FINANCING AGREEMENTS AND PAY PREMIUMS THEREUNDER,
AND (D) ENTER INTO NEW PREMIUM FINANCING AGREEMENTS IN
THE ORDINARY COURSE OF BUSINESS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) authorizing the debtors to (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto and (ii) renew, amend, supplement, extend, or purchase insurance policies in the ordinary course of business on a postpetition basis, (iii) honor the terms of the Premium Financing Agreements and pay premiums thereunder, and (iv) enter into new premium financing agreements; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue the Insurance Policies including the Insurance Policies identified on **Exhibit A** attached hereto, and to pay any prepetition or postpetition obligations related to the Insurance Policies, including any amounts owed to the Brokers, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

2. The Debtors are authorized to continue, renew, amend, supplement, and extend their existing Insurance Policies, and purchase new policies in the ordinary course of business; subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders), *provided, however*, the Debtors will notify the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these cases if Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers,

enter into any new Premium Financing Agreements on terms materially consistent with existing Premium Finance Agreements,³ or obtain additional insurance coverage.

3. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment, as further described and classified in the Motion; (e) the Debtor or Debtors that made the payment; and (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

4. Notwithstanding anything to the contrary in the Premium Financing Agreements, the Debtors' filing of these chapter 11 cases shall not constitute a default under the Premium Financing Agreements.

5. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any person to whom any obligations under the Insurance Policies are owed.

6. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders")

³ For the avoidance of doubt, such terms may include the automatic termination of an insurance policy in the event of the Debtors' non-payment.

(including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such lien.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Insurance Policy.

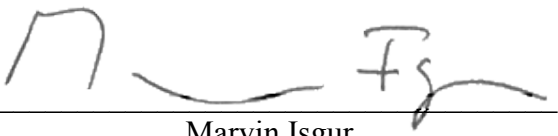
10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 21, 2020



Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Insurance Policies

Insurance Policies¹

Policy Type	Insurer	Policy Begins	Policy Ends²	Annual Premium	Monthly Premium
Automobile Liability	StarNet Insurance Company	4/1/2020	4/1/2021	\$1,159,147.00	\$96,595.58
Automobile Liability (Canada)	Liberty Mutual Canada	4/1/2020	4/1/2021	\$167,139.00	\$13,928.25
Lead D&O Side A (\$5m excess of \$20m)	National Union Fire Insurance Company of Pittsburgh, PA	1/29/2020	1/29/2021	\$19,000.00	\$1,583.33
Excess D&O Side A (\$5m excess of \$25m)	Endurance American Insurance Company	1/29/2020	1/29/2021	\$15,000.00	\$1,250.00
Excess Liability (\$75m excess of \$25m)	Lloyd's of London	4/1/2020	4/1/2021	\$641,025.00	\$53,418.75
General Commercial Liability - Canada	Berkley Insurance Company	4/1/2020	4/1/2021	\$49,710.00	\$4,142.50
Crime and Fidelity Coverage	Starr Indemnity and Liability Company	1/29/2020	1/29/2021	\$14,060.00	\$1,171.67
Contractors Pollution Liability (Canada)	Lloyd's of London	4/1/2020	4/1/2021	\$21,445.00	\$1,787.08

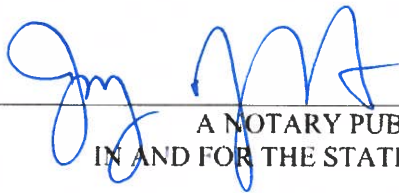
¹ The Debtors request authority to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on this exhibit.

² Prior to the Petition Date, the Debtors purchased and prepaid all premiums on account of tail coverage for the following Insurance Policies: (a) Primary Directors & Officers Liability; (b) Excess Directors & Officers Liability; (c) Lead Directors and Officers Side A Liability; (d) Excess Directors and Officers Side A Liability; (e) Primary Employment Practices Liability; (f) Excess Employment Practices Liability; (g) Primary Fiduciary Liability; and (h) Excess Fiduciary Liability.

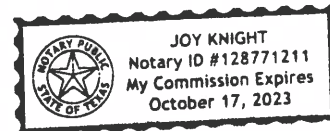
Contractors Liability (US)	Pollution	Evanston Insurance Company	4/1/2020	4/1/2021	\$148,100.00	\$12,341.67
D&O Employment Liability and Liability	Liability, Practices and Fiduciary	Federal Insurance Company	1/29/2020	1/29/2021	\$78,434.00	\$6,536.17
Property, Equipment, and Contingent OFE		Underwriters at Lloyd's of London / Hudson Specialty Insurance Co. / StarNet Insurance Company	4/1/2020	4/1/2021	\$2,378,483.00	\$198,206.92
Commercial Liability	General	Berkley National Insurance Company	4/1/2020	4/1/2021	\$404,768.00	\$33,730.67
Pollution Legal Liability (Canada)		Lloyd's of London	4/1/2020	4/1/2021	\$12,818.00	\$1,068.17
Pollution Legal Liability (US)		Lloyd's of London	4/1/2020	4/1/2021	\$67,838.00	\$5,653.17
Kidnap & Ransom/Special Crime		Great American Insurance Company	1/29/2020	1/29/2021	\$6,545.00	\$545.42
\$25M Umbrella Policy		Berkley National Insurance Company	4/1/2020	4/1/2021	\$2,190,942.00	\$182,578.50
Excess D&O, EPL & Fiduciary (\$5m excess of \$5m)		Freedom Specialty Insurance Company	1/29/2020	1/29/2021	\$55,000.00	\$4,583.33
General Liability (\$100m excess of \$100m)		Lloyd's of London	4/1/2020	4/1/2021	\$275,000.00	\$22,916.67

Excess D&O (\$5m excess of \$10m)	Starr Indemnity and Liability Company	1/29/2020	1/29/2021	\$19,000.00	\$1,583.33
Excess D&O (\$5m excess of \$15m)	RLI Insurance Company	1/29/2020	1/29/2021	\$16,000.00	\$1,333.33
Credit Insurance	Euler Hermes	3/1/2020	2/28/2021	\$128,000.00	\$10,666.67
			Total	\$7,867,454.00	\$655,621.17

THIS IS **EXHIBIT "22"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 2nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC, <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE
DEBTORS TO (A) PAY PREPETITION WAGES, SALARIES, OTHER
COMPENSATION, AND REIMBURSABLE EXPENSES AND (B) CONTINUE
EMPLOYEE BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 21, 2020, AT 4:00 PM (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN JULY 21, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1 (832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE ISGUR IS "JUDGEISGUR". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY". HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;**
 - 2) SELECTING “BANKRUPTCY COURT” FROM THE TOP MENU;**
 - 3) SELECTING JUDGES’ PROCEDURES AND SCHEDULES;**
 - 4) SELECTING “VIEW HOME PAGE” FOR JUDGE ISGUR;**
 - 5) UNDER “ELECTRONIC APPEARANCE” SELECT “CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;”**
 - 6) SELECT BJ SERVICES, LLC, ET AL. FROM THE LIST OF ELECTRONIC APPEARANCE LINKS, AND**
 - 7) AFTER SELECTING BJ SERVICES, LLC, ET AL. FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE “SUBMIT” BUTTON AT THE BOTTOM OF THE PAGE**
- SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² respectfully state the following in support of this motion (this “Motion”):³

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (a) authorizing, but not directing, the Debtors to (i) pay prepetition wages, salaries, other compensation, and reimbursable expenses and (ii) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto (collectively, as described in sub-clauses (i) and (ii), the “Employee Obligations”); and (b) granting related relief.

2. To minimize disruption to the Debtors’ businesses and wind-down efforts, the Debtors request the authority to make the following payments related to the Employee Obligations

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors’ chapter 11 cases, are set forth in the *Declaration of Warren Zemplak, Chief Executive Officer of BJ Services, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference.

³ Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion or in the First Day Declaration, as applicable.

and continue to honor the Employee Obligations to go-forward employees in the ordinary course of business on a postpetition basis and in a manner consistent with the Debtors' prepetition policies and procedures:

Relief Sought	Amount
Compensation and Withholding Obligations	\$2,335,000
Wage Obligations	\$1,200,000
Independent Contractor Obligations	\$65,000
Bonus Incentives	\$140,000
Withholding and Deduction Obligations	\$500,000
U.S. Employer Payroll Taxes	\$350,000
Canadian Employer Payroll Taxes	\$70,000
Reimbursable Expenses	\$10,000
Health and Welfare Coverage and Benefits	\$1,923,000
Medical Plans	\$1,750,000
Dental Plans	\$45,000
U.S. Vision Plan	\$20,000
Stop-Loss Insurance	\$31,000
FSAs	\$35,000
Life, AD&D, and Disability Insurance Coverage	\$42,000
Other Employee Benefits	\$1,320,000
Workers' Compensation Program	\$15,000
401(k) Deductions	\$15,000
Canada Retirement Savings Plan	\$10,000
Paid Leave Benefits	\$1,280,000
TOTAL⁴	\$5,578,000

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

⁴ This chart constitutes a summary only of the Debtors' prepetition obligations.

5. The bases for the relief requested herein are sections 105(a), 362(d), 363(b), 507(a), and 541(b)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background⁵

6. BJ Services, LLC and its Debtor affiliates are leading providers of pressure pumping and oilfield services for the petroleum industry. Headquartered in Tomball, Texas, the Debtors operate through two segments, hydraulic fracturing and cementing. The Debtors primarily serve customers in upstream North American oil and natural gas shale basins in the completion of new wells and in remedial work on existing wells.

7. On July 20, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

The Debtors’ Workforce

8. As of the Petition Date, the Debtors employ approximately 1,250 individuals on a full-time basis and approximately 25 individuals on a part-time basis (collectively, the “Employees”). The Debtors’ workforce is concentrated in the United States and Canada, with

⁵ As described in the First Day Declaration, the Debtors are in the process of pursuing an orderly wind down of their operations and sale of their business. Accordingly, the Debtors will modify the Employee Obligations described in this Motion as appropriate to facilitate a value maximizing sale and wind down process.

approximately 1200 Employees located in the United States (the “U.S. Employees”) and approximately 100 Employees located in Canada (the “Canadian Employees”).

9. Beginning in March 2020 and continuing to the Petition Date, in response to challenging macroeconomic issues described in the First Day Declaration, the Debtors terminated approximately 800 former Employees and furloughed approximately 800 Employees. In the days and weeks prior to filing, the Debtors terminated approximately 76 Canadian Employees.⁶ Approximately 210 Employees remain on furlough. Furloughed Employees do not receive wages but do participate in the Debtors’ benefits programs. Approximately 920 of the Debtors’ current Employees are compensated on an hourly or daily basis, while approximately 400 of such Employees are salaried.⁷ The Employees are neither represented by a union nor employed pursuant to a collective bargaining agreement or similar agreement.

10. The Employees perform a wide variety of corporate and technical job functions—including well operations and management, business administration, and other support services—that are critical to the Debtors’ business operations and the administration of these chapter 11 cases. In many instances, the Employees are skilled personnel intimately familiar with the Debtors’ infrastructure, processes, projects, and systems, many of which are highly technical and require unique training and experience.

11. In addition to the Employees, the Debtors from time to time retain specialized individuals on a temporary or a project basis (the “Independent Contractors”) to fulfill duties similar to the job functions listed above. As of the Petition Date, the Debtors have retained

⁶ Monthly and annual averages, as well as certain amounts owed or participant numbers, described herein have not been adjusted for recent reductions in force. The Debtors only seek authority to pay the appropriate amounts due and owing on account of the programs and Employees described herein.

⁷ These numbers include furloughed Employees, who are not being paid wages at this time but will be paid to the extent they are asked to return to service.

approximately 16 Independent Contractors across all business segments. The Independent Contractors are a critical supplement to the efforts of the Employees and provide the Debtors with the flexibility to adapt their work force to fluctuating labor needs. Furthermore, certain of these individuals are highly trained and have an essential working knowledge of the Debtors' business that the Debtors cannot easily replace.

12. The Debtors' Employees and Independent Contractors perform a wide variety of corporate and technical job functions—including well operations and management, business administration, and other support services—that are critical to the Debtors' ability to wind down business operations and the administration of these chapter 11 cases. In many instances, the Employees and Independent Contractors are skilled personnel intimately familiar with the Debtors' infrastructure, processes, projects, and systems, many of which are highly technical and require unique training and experience. Without the continued, uninterrupted services of their Employees and Independent Contractors, the Debtors' efforts to maximize the value of their estates likely will be jeopardized.

13. Additionally, the Employees and Independent Contractors rely on their compensation and benefits to pay their daily living expenses and other necessities. These individuals could experience significant hardship if the Court does not permit the Debtors to continue paying their compensation and providing them with health and other benefits.

14. For these reasons, the Debtors respectfully submit that the relief requested herein is necessary and appropriate.

Employee Compensation and Benefits

15. The Debtors seek authority, but not direction, to: (a) pay and honor certain prepetition claims, if any, relating to, among other things, Wage Obligations, Independent Contractor Obligations, Withholding and Deduction Obligations, Payroll Taxes, Reimbursable

Expenses, Health and Welfare Coverage and Benefits, the Workers' Compensation Program, 401(k) Plan Obligations, the Canada Retirement Savings Plan, Paid Leave Benefits, Severance Obligations, and certain other benefits that the Debtors provide in the ordinary course (each as defined below, and collectively, the "Employee Compensation and Benefits"),⁸ (b) pay costs and expenses incidental to payment of the Employee Compensation and Benefits, including all administrative and processing costs and payments to the Wage and Benefit Service Providers; and (c) continue to honor obligations related to or on account of the Employee Compensation and Benefits on a postpetition basis.

16. Subject to Court approval, the Debtors intend to continue their applicable prepetition Employee Compensation and Benefits in the ordinary course through the wind down of their business. Out of an abundance of caution, the Debtors further request confirmation of their right to modify, change, or discontinue any of their Employee Compensation and Benefits, and to implement new programs, policies, and benefits, in the ordinary course of business on a postpetition basis in the Debtors' sole discretion and without the need for further Court approval, subject to applicable law and any applicable budget. This discretion is especially appropriate as the Debtors ensure the availability of their workforce during the pendency and aftermath of the current COVID-19 crisis.

⁸ The descriptions of the Employee Compensation and Benefits set forth in this Motion constitute a summary only. The actual terms of the agreements and manuals governing the Employee Compensation and Benefits will govern in the event of any inconsistency with the description in this Motion. The Debtors request authority to honor obligations related to Employee compensation and benefits in the ordinary course of business consistent with prepetition practices, regardless of whether the Debtors inadvertently fail to include a particular benefit or aspect of compensation in the defined term "Employee Compensation and Benefits," and any such omitted benefit or aspect of compensation is hereby included in the defined term "Employee Compensation and Benefits" as used herein, in the Order.

I. Compensation, Withholding, and Expense Reimbursement.

A. Wage Obligations.

17. In the ordinary course, the Debtors incur obligations to their Employees for base salary and wages (collectively, the “Wage Obligations”). The Debtors’ indirectly employ One Source Virtual, Inc. (“One Source”) to provide payroll processing services to Employees via direct deposit. The Debtors estimate that there are no outstanding balances due to One Source. Employees are paid bi-weekly one week in arrears. The Debtors’ monthly average wages are approximately \$8.86 million on account of Wage Obligations. As of the Petition Date, the Debtors estimate that they owe approximately \$1,200,000 on account of accrued but unpaid Wage Obligations. For the avoidance of doubt, as of the Petition Date, the Debtors do not believe that they owe Wage Obligations to any Employee in excess of the statutory cap of \$13,650 set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

18. The Debtors believe the ability to pay prepetition Wage Obligations and continue paying their Employees is critical to maintaining the value of and administering the orderly wind-down of their estates.

1. Independent Contractors.

19. The Debtors directly retain approximately 16 Independent Contractors, who are not Employees, to supplement their workforce. The Employees and the Independent Contractors work side by side with respect to all of the Debtors’ business operations, performing a wide variety of corporate and technical job functions including well operations and management, business administration, and other support services.

20. The Debtors incur a monthly average of approximately \$55,000 on account of payments to Independent Contractors (the “Independent Contractor Obligations”). As of the Petition Date, the Debtors estimate that they owe approximately \$65,000 to Independent

Contractors on account of accrued but unpaid Independent Contractor Obligations. The Debtors believe the ability to pay prepetition Independent Contractor Obligations and continue paying their Independent Contractors is critical to maintaining and administering their estates. Accordingly, the Debtors seek authority, but not direction, to continue to satisfy the Independent Contractor Obligations incurred on account of the Independent Contractors (including any prepetition amounts that may be outstanding) in the ordinary course of business on a postpetition basis.

B. Bonus Incentives⁹

1. Field Incentive Plan

21. The Debtors maintain a short-term incentive plan (the “Field Incentive Plan”) for non-Insider Employees that work on the Debtors’ customers’ wells. The Field Incentive Plan pays bonuses to eligible Employees on a bi-weekly basis and is based on individual Employee performance on certain safety metrics and the individual Employee’s annual wages. Approximately 495 non-Insider Employees were paid approximately \$3.9 million under the Field Incentive Plan in 2019. As of the Petition Date, the Debtors estimate they have not accrued any obligations on account of the Field Incentive Plan, the next payments under which are scheduled to be paid July 31, 2020. The Debtors seek authority, but not direction, to continue to satisfy amounts incurred prepetition on account of the Field Incentive Plan (including any prepetition amounts that may be outstanding), to non-Insiders who remain engaged in operations during the wind-down, in the ordinary course of business on a postpetition basis, subject to any applicable budget.

⁹ The relief sought in this section does not include the payment of any obligation to an “insider” (as that term is defined in section 101(31) of the Bankruptcy Code, the “Insiders”). The Debtors will not make any payments under any additional compensation program to any Insiders absent further order of the Court. All prepetition bonus obligations are subject to the Debtors case budget.

2. Sales Incentive Plan.

22. The Debtors also provide quarterly sales bonuses (the “Sales Bonuses”) to approximately 26 non-Insider Employees whose revenue exceeds their target revenue. The Sales Bonuses are paid to sales and account managers that are employed on the date of distribution, and generally range from 4 to 50 percent of an Employee’s annual wages. As of the Petition Date, the Debtors estimate that they have accrued approximately \$140,000 in obligations on account of the Sales Bonuses, the next payments of which are scheduled to be paid on July 31, 2020. The Debtors seek authority, but not direction, to continue to satisfy amounts incurred on account of the Sales Bonuses (including any prepetition amounts that may be outstanding), to non-Insiders, in the ordinary course of business on a postpetition basis, subject to any applicable budget.

3. Performance Incentive Plan.

23. The Debtors have historically awarded cash bonuses to certain non-Insider Employees under a performance-based incentive program (the “Performance Incentive Plan”). The Performance Incentive Plan provides awards to certain Employees, as authorized by the compensation committee of the Debtors’ board of directors. Approximately 179 non-Insider Employees are eligible for payments under the Performance Incentive Plan. The amount of the payments under the Performance Incentive Plan is tied to EBITDA and operational objectives. The Debtors seek authority, but not direction, to continue to satisfy amounts incurred on account of the Performance Incentive Plan (including any prepetition amounts that may be outstanding), to non-Insiders, in the ordinary course of business on a postpetition basis, subject to any applicable budget.

4. Service Award Program.

24. The Debtors launched a program in 2019 to award the Employees for their tenure (the “Service Award Program”). High-performing Employees receive points, which are

redeemable for gift cards. As of the Petition Date, the Debtors estimate that they do not have any unpaid balances on account of the Service Award Program. However, out of an abundance of caution, the Debtors seek authority to remit all outstanding amounts due on account of the Service Award Program in the ordinary course of business on a postpetition basis, subject to any applicable budget.

C. Withholding Obligations and Deductions.

25. Certain federal and state laws require that the Debtors withhold certain amounts from U.S. Employees' gross pay related to federal, state, and local income taxes for remittance to the appropriate federal, state, or local taxing authorities. Other amounts are withheld from U.S. Employees as required by statute including garnishments, child support, and Social Security and Medicare taxes (the "U.S. Withholding Obligations"). On average, the Debtors withhold and subsequently remit approximately \$3.5 million per month on account of U.S. Withholding Obligations for their Employees in the United States.

26. The Debtors also have obligations to Canadian taxing authorities including contributions by Canadian Employees to the Canadian Pension Plan for social security (the "Canadian Withholding Obligations," and (together with the U.S. Withholding Obligations, the "Withholding Obligations"). On average, the Debtors withhold and subsequently remit approximately \$250,000 per month on account of the Canadian Withholding Obligations.

27. The Debtors also routinely deduct certain amounts from Employees' paychecks, including pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee's share of healthcare benefits and insurance premiums, 401(k) contributions, Canadian benefits deductions, and miscellaneous deductions (collectively, the "Deductions," and together with the Withholding Obligations, the "Withholding and Deduction Obligations") and forward such amounts to various third-party recipients or retain such

amounts for any self-insured benefit programs. On average, the Debtors withhold and remit approximately \$1.9 million per month on account of Deductions in the United States (the “U.S. Deductions”) and approximately \$80,000 per month on account of Deductions in Canada.

28. As of the Petition Date, the Debtors estimate that they owe approximately \$500,000 on account of the Withholding and Deduction Obligations. The Debtors believe that any amounts held by the Debtors on account of the Withholding and Deduction Obligations generally are held in trust by the Debtors and are not property of their estates. As such, the Debtors do not believe they need authority to remit such payments to the appropriate third-parties. However, out of an abundance of caution, the Debtors seek authority, but not direction, to remit all outstanding amounts deducted on account of the Withholding and Deduction Obligations (including any prepetition amounts that may be outstanding) and to continue to deduct and remit the Withholding and Deduction Obligations in the ordinary course of business on a postpetition basis.

D. Employer Payroll Taxes.

29. In addition to the Withholding and Deduction Obligations described above, the Debtors are required by applicable statutory authority to match from their own funds Social Security, Medicare taxes, and other similar statutory obligations and pay additional amounts for state and federal unemployment insurance (the “U.S. Employer Payroll Taxes”). On average, the Debtors pay and remit approximately \$1.65 million per month on account of the U.S. Employer Payroll Taxes.

30. Additionally, the Debtors are required by local laws to pay certain payroll taxes from their own funds to Canadian taxing authorities, including contributions for employment insurance for severance obligations and contributions to the Canadian Pension Plan for social security (the “Canadian Employer Payroll Taxes,” and together with the U.S. Employer Payroll

Taxes, the “Payroll Taxes”). On average, the Debtors pay and remit approximately \$360,000 per month on account of the Canadian Employer Payroll Taxes.

31. The Debtors estimate that as of the Petition Date approximately \$350,000 of accrued but unpaid U.S. Employer Payroll Taxes and approximately \$70,000 of accrued but unpaid Canadian Employer Payroll Taxes have not been remitted to the appropriate taxing authorities. The Debtors believe that any amounts held by the Debtors on account of the Payroll Taxes generally are held in trust by the Debtors and are not property of their estates. As such, the Debtors do not believe they need authority to remit such payments to the appropriate third-parties. However, out of an abundance of caution, the Debtors seek authority to remit all outstanding amounts deducted on account of the Payroll Taxes (including any prepetition amounts that may be outstanding) and to continue to honor and process the Payroll Taxes in the ordinary course of business on a postpetition basis.

E. Reimbursable Expenses.

32. In the ordinary course of business, the Debtors reimburse ordinary course business-related expenses that the Employees incur in performing their job functions (the “Reimbursable Expenses”) related to, among other things, travel, ground transportation, continuing professional education, and other reasonable and documented business-related expenses.

33. The Debtors pay a monthly average of approximately \$10,000 on account of Reimbursable Expenses. As of the Petition Date, the Debtors estimate that they owe approximately \$10,000 on account of Reimbursable Expenses, which Employees incurred through the use of personal funds. The Debtors request authority to honor such outstanding prepetition obligations in the ordinary course of business and consistent with past practice and to continue

paying any such obligations related thereto in the ordinary course of business on a postpetition basis.

F. *Per Diem* Program.

34. The Debtors pay Employees away on travel for more than 12 hours and more than 50 miles from their home or primary work site based on per diem rates (the “*Per Diem*”). Domestic *Per Diem* rates are based on the United States General Services Administration Guidelines, which vary by city location. Foreign *per diem* rates are established by the United States Department of State.

35. Canadian Employees on travel outside the municipality and metropolitan area where the Debtors’ establishment is located and where the Employee normally reports for work are eligible for *Per Diem* payments at the rates prescribed by the Canada Revenue Agency

36. The Debtors pay a monthly average of approximately \$65,000 on account of *Per Diem* payments. As of the Petition Date, the Debtors estimate that they do not have any unpaid balances on account of *Per Diem* payments. However, out of an abundance of caution, the Debtors seek authority to remit all outstanding amounts due on account of the *Per Diem* payments and to continue paying any such obligations related thereto in the ordinary course of business on a postpetition basis and consistent with past practice.

G. Company Purchase Cards.

37. The Debtors also provide certain Employees with corporate credit cards (the “Purchase Cards”) for business-related purchases. The Purchase Cards have historically been provided through JP Morgan Chase, N.A. (“JPMorgan”). The Purchase Cards are billed directly to the Debtors. Failure to reimburse Employees for the amounts due may cause severe hardship on the Employees, as Employees may be personally liable for amounts due and owing on account of the Purchase Cards. Currently, approximately 360 Purchase Cards are used by Employees. In

the twelve months prior to the Petition Date the Debtors paid approximately \$1.6 million on account of the Purchase Cards on a monthly basis. As of the Petition Date, approximately \$400,000 is outstanding on account of the Purchase Card. The Debtors seek authority to honor such outstanding prepetition obligations in the ordinary course of business and consistent with past practice and to continue paying any such obligations related thereto in the ordinary course of business on a postpetition basis.

H. Cell Phone Program.

38. The Debtors have historically paid for cellular service for certain Employees based on the requirements of their job functions (the “Cell Phone Program”). Employees eligible for the Cell Phone Program are provided a device owned by the Debtors. As part of the Cell Phone Program, the Debtors open and pay for the account associated with the phone through AT&T and Verizon. Further, the Debtors estimate that the total amount of accrued but unpaid obligations on account of the Cell Phone Program is \$35,000. Given that some Employees rely on the Cell Phone Program, and that the sudden loss of a phone with little notice would harm such Employees and impair their ability to perform their job functions, the Debtors request authority to honor such outstanding prepetition obligations in the ordinary course of business and consistent with past practice and to continue paying any such obligations related thereto in the ordinary course of business on a postpetition basis.

II. Health and Welfare Coverage and Benefits.

39. The Debtors offer health and welfare benefits to eligible Employees for medical, prescription, dental, and vision care coverage and certain other welfare benefits, including life, accidental death & dismemberment insurance, and other insurance benefits and maintain stop-loss insurance with respect to certain health and welfare benefits (collectively, the “Health and Welfare Coverage and Benefits”). Failure to continue the Health and Welfare Coverage and Benefits,

particularly in the midst of the current COVID-19 pandemic, could cause Employees to experience severe hardship and make it difficult to retain the workforce needed to effectuate the wind-down.

40. The Debtors believe they are authorized to continue the Health and Welfare Coverage and Benefits in the ordinary course; however, out of an abundance of caution the Debtors seek authority, but not direction, to continue the Health and Welfare Coverage and Benefits on a postpetition basis in the ordinary course of business (including paying any prepetition amounts that may be outstanding) and consistent with their prepetition practices.

A. Medical, Prescription, Dental, and Vision Insurance Coverage.

41. The Debtors offer self-insured medical coverage and prescription drug coverage to U.S. Employees administered by Blue Cross Blue Shield, and CVS Caremark acting as the pharmacy benefit manager (collectively, the “U.S. Medical Plan”). Approximately 1,000 U.S. Employees are enrolled in the U.S. Medical Plan, under which participants and their eligible dependents (usually spouses and children) receive coverage for, among other things, preventative care, doctor visits, hospital care, prescription drugs, and mental health care. Under these self-insured plans, the Debtors bear the full cost of the insurance plan other than amounts deducted from Employee paychecks on account of the insurance premiums and amounts paid by Employees on account of any co-pays under the insurance plan. The Debtors contribute 67 percent of the premiums attributable to each Employee under the U.S. Medical Plans, while each Employee contributes 33 percent of the individual premiums attributable to such Employee. The Debtors incur a monthly average of approximately \$1,500,000 on account of the U.S. Medical Plan, approximately \$400,000 of which is funded by deductions from participating eligible U.S. Employees.

42. Canadian Employees are generally offered a supplemental medical and prescription coverage through Great West (the “Canadian Sponsored Medical Plans,” and together with the U.S. Medical Plan, the “Medical Plans”). Approximately 100 Canadian Employees are enrolled in Canadian Sponsored Medical Plans. The Debtors incur a monthly average of approximately \$40,000 on account of the Canadian Sponsored Medical Plans.

43. The Debtors provide a self-insured dental plan to U.S. Employees administered by Cigna (the “U.S. Dental Plan”). The Debtors also provide a fully insured vision plan to U.S. Employees administered by VSP Vision Care (the “U.S. Vision Plan”). Approximately 1,000 U.S. Employees are enrolled in each of the U.S. Dental Plan and the U.S. Vision Plan. As a fully insured plans, the Debtors do not pay any amounts on account of the U.S. Dental Plan and the U.S. Vision Plan, which are entirely funded through U.S. Deductions.

44. Approximately 100 Canadian Employees are enrolled in dental plans that provide similar coverage to the U.S. Dental Plan (the “Canadian Dental Plan,” and together with the U.S. Dental Plan, the “Dental Plans”). The Debtors incur a monthly average of approximately \$30,000 on account of the Canadian Dental Plan.

45. As of the Petition Date, the Debtors estimate that they owe approximately \$1,750,000 on account of the Medical Plans, and approximately \$45,000 on account of the Dental Plans. As of the Petition Date, the Debtors do not believe they owe any prepetition amounts on account of the U.S. Vision Plan.

B. FSAs.

46. The Debtors provide U.S. Employees the opportunity to contribute to a health care flexible spending account (the “Healthcare FSA”) administered by Discovery Benefits, LLC, to make pre-tax contributions through payroll deductions to pay for certain health and welfare needs and eligible dependent care expenses.

47. Currently, approximately 750 U.S. Employees contribute to the Healthcare FSA, and approximately 70 Canadian Employees contribute to the Healthcare FSA. The Debtors deduct an average of \$25,000 on a monthly basis from participating Employees' Wage Obligations on account of their contributions to the Healthcare FSA. As of the Petition Date, the Debtors do not believe there are any outstanding claims owed on account of the Healthcare FSAs.

C. Life, AD&D, and Disability Insurance Coverage.

48. The Debtors provide basic life insurance and long-term disability insurance, administered by Cigna, to all active eligible U.S. Employees as well as voluntary supplemental, spouse, and child life, AD&D, long-term disability, accident injury, and self-insured short-term disability products (collectively, the "U.S. Life, AD&D, and Disability Insurance Coverage"). The Debtors incur a monthly average of approximately \$65,000 on account of the U.S. Life, AD&D, and Disability Insurance Coverage, inclusive of administrative fees and claims. The Debtors also provide life and disability insurance for Canadian Employees, administered by Canada Life Assurance Company (and together with the U.S. Life, AD&D, and Disability Insurance Coverage, the "Life, AD&D, and Disability Insurance Coverage"). As of the Petition Date, the Debtors estimate that they owe approximately \$42,000 on account of the Life, AD&D, and Disability Insurance Coverage.

III. Workers' Compensation Claims.

49. The Debtors maintain workers' compensation policies and insurance for their U.S. Employees and Canadian Employees (collectively, the "Workers' Compensation Program"). The Debtors pay approximately \$1,200,000 to Tri-State Insurance Company annually for maintaining the Workers' Compensation Program. The Workers' Compensation Program is required by state and federal laws. In North Dakota, Ohio, and Wyoming, the Debtors purchase their Workers' Compensation Program insurance through the state funds. The Debtors estimate

that the annual premiums for North Dakota, Ohio, and Wyoming will total approximately \$125,000 in the aggregate. In Canada, the Debtors are insured through the Workers' Compensation Board, under which payments are currently deferred until February 2021.

50. The Debtors must continue the claim assessment, determination, adjudication, and payment pursuant to the Workers' Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements.

51. As of the Petition Date, there are five open claims (the "Workers' Compensation Claims") under the Workers' Compensation Program, and the Debtors do not believe they owe any prepetition amounts on account of the Workers' Compensation Program and the Workers' Compensation Claims. Out of an abundance of caution, the Debtors seek authority, but not direction, to continue to satisfy amounts incurred on account of the Workers' Compensation Program and Workers' Compensation Claims (including any prepetition amounts) in the ordinary course of business on a postpetition basis.¹⁰ Furthermore, the Debtors seek authority to modify the automatic stay with regards to the Workers' Compensation Claims as described herein.

A. Stop-Loss Insurance.

52. The Debtors also maintain stop-loss insurance (the "Stop-Loss Insurance") with Voya Financial in the event any Employee exceeds the \$500,000 deductible amount under any other insurance policy. In the event any Employee does exceed the deductible limit, the Stop-Loss Insurance covers 100% of the overage, up to a maximum of \$500,000. The Debtors pay a monthly

¹⁰ The Debtors' Workers' Compensation Program may change postpetition in the ordinary course due to changes in applicable laws and regulations and the Debtors' ability to meet requirements thereunder. By this Motion, the Debtors request authority to continue the Workers' Compensation Program postpetition, including making any changes to current policies and practices that become necessary.

premium of approximately \$50,000 to maintain the Stop-Loss Insurance. As of the Petition Date, the Debtors estimate that they owe approximately \$31,000 on account of the Stop-Loss Insurance.

IV. Retirement Programs.

A. 401(k) Plan and Matching Contributions.

53. As of the Petition Date, the Debtors maintain a retirement savings plan for the benefit of their full-time U.S. Employees that satisfies the requirements of section 401(k) of the Internal Revenue Code (the “401(k) Plan”). The 401(k) Plan is administered by Empower and allows for automatic pre-tax and after-tax salary deductions of eligible compensation up to the limits set forth by the Internal Revenue Code. As of the Petition Date, the Debtors believe approximately \$25,000 has accrued on account of the administration fees for the 401(k) Plan.

54. The Debtors have historically provided certain matching contribution programs for the 401(k) Plan (the “401(k) Plan Contributions”) for eligible Employees, pursuant to which the Debtors matched Employees’ contributions at 100 percent of the first 5 percent contributed by the individual. The Debtors suspended their matching 401(k) Plan Contributions on April 1, 2020, in response to challenging market conditions. Thus, as of the Petition Date, the Debtors believe approximately no amounts have accrued on account of the 401(k) Plan Contributions. To the extent the Debtors do hold any amounts on account of the 401(k) Plan, the Debtors believe that any such amounts generally are held in trust by the Debtors and are not property of their estates. As such, the Debtors do not believe they need authority to remit such payments to the appropriate third-parties. However, out of an abundance of caution, the Debtors seek authority, but not direction, to continue to satisfy amounts incurred on account of the 401(k) Plan and the 401(k) Plan Contributions (including any prepetition amounts that may be outstanding) in the ordinary course of business on a postpetition basis consistent with their prepetition practices if the Debtors resume the 401(k) Plan Contributions.

B. Canada Retirement Savings Plan.

55. The Debtors provide a retirement savings plan similar to the 401(k) Plan for eligible Employees in Canada (the “Canada Retirement Savings Plan”). As of the Petition Date, the Debtors believe no amounts have accrued on account of the Canada Retirement Savings Plan. To the extent the Debtors do hold any amounts on account of the Canada Retirement Savings Plan, the Debtors believe that any such amounts generally are held in trust by the Debtors and are not property of their estates. As such, the Debtors do not believe they need authority to remit such payments to the appropriate third parties. However, out of an abundance of caution, the Debtors seek authority to remit all outstanding amounts deducted on account of the Canada Retirement Savings Plan (including any prepetition amounts) and to continue to remit amounts on account of the Canada Retirement Savings Plan in the ordinary course of business on a postpetition basis.

V. Paid Time Off Benefits.

56. The Debtors provide paid time off to certain Employees, often depending on the length of their services with the Company including Paid Time Off (“PTO”), Holidays, Parental Leave, and Other Paid Leave (collectively, the “Paid Leave Benefits”). Some of these Paid Leave Benefits are required by law. The Debtors generally provide Paid Leave Benefits in foreign jurisdictions as well, including Canada, in each case in accordance with local customs and statutory requirements. Most Employees are paid their regular hourly or salaried rate when they elect to use Paid Leave Benefits. Terminated Employees, either voluntary or involuntary, are paid for earned but unused Paid Leave Benefits.

57. The PTO program provides flexible PTO from work that Employees can use for such needs as vacation, personal or family illness, doctor appointments, and other activities. Eligible Employees receive between 80 and 160 hours of PTO per year depending on such Employee’s years of professional service. Employees continue to accrue PTO until they reach the

maximum PTO accrual level. PTO must be used by December 31 of each year, or the Employee loses the accrued PTO. Generally, Employees who are terminated or resign with unused PTO are entitled to cash payments based on unused PTO.

58. In addition to PTO, the Debtors offer Employees between eight and thirteen fixed/floating paid holidays throughout the year (collectively, the “Holidays”). The number of Holidays provided to an Employee depends upon local custom in such Employee’s country of employment. Generally, eligible Employees are not required to work on a designated Holiday but are paid at their regular base rate of pay along with eight hours of Holiday pay if the Employee works on a designated Holiday.

59. The Debtors provide eligible Employees with varying amounts of paid parental leave following the birth or adoption of a child (the “Parental Leave”) based upon the nation of employment. The majority of eligible Employees are provided three-month’s of paid Parental Leave, which is the difference between the eligible Employee’s base pay and the amount provided by short-term disability. Eligible Employees whose partners give birth or adopt a newborn may receive seven work days paid leave. In addition, U.S. Employees are provided with up to twelve weeks of unpaid leave in accordance with the Family and Medical Leave Act (“FMLA”).

60. In addition to the previously listed Paid Leave Benefits, the Debtors provide eligible Employees Bereavement Leave, Military Pay Differential Pay, and Jury Duty Leave Pay (each as defined below, and collectively, the “Other Paid Leave”). The Debtors accommodate and provide support to eligible Employees in the event of the death of an immediate family member and allows up to forty working hours off with pay in the event of a death in the immediate family (the “Bereavement Leave”). For periods of active duty in excess of fourteen days, the eligible Employee may be entitled to the difference between the eligible Employee’s base pay and the total

amount received due to their military service (the “Military Pay Differential Pay”). Last, the Debtors may pay any eligible Employee required to serve jury duty the difference in the eligible Employee’s base pay and the total amount received for their jury duty pay (the “Jury Duty Leave Pay”). In general, there is no entitlement to any additional unpaid leave, although the Debtors may make certain exceptions on an emergency basis.

61. As of the Petition Date, the Debtors believe approximately \$1,280,000 has accrued on account of the Paid Leave Benefits. Paid Leave Benefits are not a current cash obligation of the Debtors, but only become due and owing as part of ordinary payroll when Employees utilize such benefits. Accordingly, the Debtors seek authority, but not direction, to honor earned but unused Paid Leave Benefits and to continue the Paid Leave Benefits policies in the ordinary course of business, subject to any applicable budget. The Debtors believe that the continuation of the Paid Leave Benefits through the wind down process is essential to maintaining Employee morale during these chapter 11 cases.

II. WARN Act.

62. In addition, prior to filing the chapter 11 petitions, the Debtors provided their employees notices under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) indicating that unless an exception applies, the WARN Act generally requires 60 days’ advance notice in the event of a qualified mass layoff or plant closing, or payment of wages and benefits in lieu of such notice. Certain employees may not receive a full 60 days of pay and benefits before termination, including due to pending furloughs. The notices issued by the Debtors claimed each possible exception under the WARN Act, including due to the unforeseeable impact of COVID-19: “faltering company,” “unforeseeable business circumstances,” and “natural disaster.” The Debtors’ believe that these exceptions are applicable under the circumstances and

relieve them from any obligation to provide additional pay or benefits in the event that employees do not receive pay and benefits for a full 60 days after receiving the notice.¹¹

VI. Non-Insider Severance Obligations.¹²

63. The Debtors maintain a discretionary, informal severance work practice, pursuant to which the Debtors may provide individual severance payments to certain rank-and-file U.S. Employees and in connection with reductions in force or other terminations (the “U.S. Severance Program”). Additionally, the Debtors are required under applicable Canadian Law to pay Canadian Employees certain amounts upon termination (collectively with the U.S. Severance Program, the “Severance Programs”). As a condition to receiving amounts under the Severance Programs, the Debtors require that each Employee execute a release agreement, whereby the participating Employee releases any claims held against the Debtors. As of the Petition Date, the Debtors do not believe they owe any amounts on account of the Severance Programs (the “Severance Obligations”). The Debtors seek authority, but not direction, to continue paying the Severance Obligations on a postpetition basis in the ordinary course of business and consistent with their prepetition practices, subject to any applicable budget. For the avoidance of doubt, the Debtors are not seeking, as part of this motion, authority to make any severance payments not permitted by section 503(c)(2) of the Bankruptcy Code or in excess of limits imposed by section 507(a)(4)(A) of the Bankruptcy Code, but reserve all rights to do so at a later date.

¹¹ In the event these exceptions are challenged and are found not to apply, any claim to recover wages and benefits under the WARN Act should be considered prepetition because the Debtors sent notice prior to their bankruptcy filings. See *In re Powermate Holding Corp.*, 394 B.R. 765 (Bankr. D. Del. 2008).

¹² The relief sought in this section does not include the payment of any obligation to insiders. The Debtors will not make any payments under any severance program to any Insiders absent further order of the Court.

VII. Wage and Benefit Service Providers.

64. The Debtors have contracts with several firms that handle human resources-related administrative functions, including, but not limited to, payroll, processing, withholding, remittance, and reporting of payroll taxes (including the Payroll Taxes and foreign wage payments) for the Employees (collectively, the “Wage and Benefit Service Providers”). These contracts with the Wage and Benefit Service Providers allow the Debtors to realize substantial cost savings on the administration of their employee payroll and benefits by not having to employ additional human resources professionals and administer international payroll and benefit programs. The Wage and Benefit Service Providers allow the Debtors to offer better and broader benefits to their Employees at significantly reduced rates relative to the costs of participating in those programs without such third-party intermediaries.

65. The Debtors pay the Wage and Benefit Service Providers for the cost of administering Employee Wage Obligations and benefits, as well as fees for these services. As of the Petition Date, the Debtors estimate that they owe approximately \$10,000 to the Wage and Benefit Service Providers. The Debtors intend to continue to use the Wage and Benefit Service Providers during these chapter 11 cases and seek authority to pay all outstanding prepetition amounts incurred on account of the Wage and Benefit Service Providers and to continue to make all payments on a postpetition basis in the ordinary course of business and consistent with their prepetition practices.

VIII. Postpetition Director Compensation.

66. The Debtors maintain a board of directors comprising three non-Employee independent directors, one Employee director, and seven member-appointed Directors (each, a “Director”). Each non-Employee independent director typically receives \$275,000 annually in total direct compensation in his or her capacity as a Director. The non-Employee independent

directors are generally prepaid quarterly and also are entitled to expense reimbursement for reasonable out-of-pocket expenses in connection with travel related to their Director duties (the “Director Compensation”). As of the Petition Date, the Debtors do not owe any amounts on account of the Director Compensation. The Debtors request the authority, but not direction, to pay the Director Compensation as it comes due in the ordinary course of business.

Basis for Relief

I. Sufficient Cause Exists to Authorize the Debtors to Honor the Employee Compensation and Benefits Obligations.

A. Certain Employee Compensation and Benefits Are Entitled to Priority Treatment.

66. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle certain of the Employee Compensation and Benefits owed to the Employees to priority treatment. As priority claims, the Debtors are required to pay these claims in full to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(b) (requiring payment of certain allowed unsecured claims for (a) wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual and (b) contributions to an employee benefit plan). Indeed, the Debtors submit that payment of the Employee Compensation and Benefits at this time enhances value for the benefit of all interested parties, as finding, attracting, and training new qualified talent would be extremely difficult and would most likely require higher salaries, guaranteed bonuses, and more comprehensive compensation packages than are currently provided to Employees. *See In re Equalnet Commc’ns Corp.*, 258 B.R. 368, 370 (Bankr. S.D. Tex. 2000) (“The need to pay [employee wage] claims in an ordinary course of business time frame is simple common sense. Employees are more likely to stay in place and to refrain from actions which could be detrimental to the case and/or the estate if their pay and benefits remain intact and uninterrupted.”).

B. Payment of Certain Employee Compensation and Benefits Is Required by Law.

67. The Debtors seek authority to pay the applicable Withholding and Deduction Obligations to the appropriate third-party entities. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction from the Employees' wages. Indeed, certain Withholding and Deduction Obligations may not be property of the Debtors' estates because the Debtors have withheld such amounts from the Employees' wages on another party's behalf. *See* 11 U.S.C. §§ 541(b)(1), (d); *see also In re Equalnet Commc'ns*, 258 B.R. at 370 (noting that, for tax obligations where funds are held by the debtor in trust, "the legal right to payment of such claims at any time appears irrefutable.") (citing *Al Copeland Enters. Inc. v Texas (In re Al Copeland Enters., Inc.)*, 991 F.2d 233 (5th Cir. 1993)).

68. Further, federal, state, and foreign laws require the Debtors to withhold certain tax payments from the Employees' wages and to pay such amounts to the appropriate taxing authority. 26 U.S.C. §§ 6672, 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95–97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes); *In re Chabrand*, 301 B.R. 468, 475–81 (Bankr. S.D. Tex. 2003) (same). Because the Withholding and Deduction Obligations and amounts on account of the 401(k) Plan and the Canada Retirement Savings Plan may not be property of the Debtors' estates, the Debtors request authorization to remit the Withholding and Deduction Obligations and amounts on account of the 401(k) Plan and the Canada Retirement Savings Plan to the proper parties in the ordinary course of business.

69. Similarly, state laws require the Debtors to maintain the Workers' Compensation Program. If the Debtors fail to maintain the Workers' Compensation Program, state laws may prohibit the Debtors from operating in those states. Payment of all obligations related to the Workers' Compensation Program is therefore crucial the success of these chapter 11 cases.

II. Payment of the Employee Compensation and Benefits and the Relief Sought Herein is a Sound Exercise of the Debtors' Business Judgment and Necessary to Preserve the Value of the Estates, and Is Proper Pursuant to Section 363(b) Bankruptcy Code.

70. Courts in the Fifth Circuit have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to "doctrine of necessity"); *In re Equalnet Commc'ns Corp.*, 258 B.R. at 369–70 (business transactions critical to the survival of the business of the debtor are exceptions to the general rule of nonpayment of prepetition claims prior to plan confirmation); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, (*In re James A. Phillips, Inc.*), 29 B.R. 391, 398 (S.D.N.Y. 1983). In doing so, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), 507, 1107(a), and 1108 of the Bankruptcy Code support the payment of prepetition claims as provided herein.

71. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the

“implied duty of the debtor-in-possession to ‘protect and preserve the estate.’” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. at 497). Moreover, under section 105(a) of the Bankruptcy Code, “the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code.” 11 U.S.C. § 105(a); *In re CoServ, L.L.C.*, 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor-in-possession to pay prepetition claims); *In re CEI Roofing, Inc.*, 315 B.R. at 60 (finding that “[b]ecause Congress has specifically provided that prepetition wage claims up to a certain amount per claim be elevated to priority status under § 503(1)(3)” the court’s job is easier when it considers approval of such prepetition claims); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s business).

72. The above-referenced sections of the Bankruptcy Code therefore authorize the postpetition payment of prepetition claims when the payments are critical to preserving the value of the debtor’s estate, as is the case here. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, debtors in possession are fiduciaries “holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners.” *In re CoServ, L.L.C.*, 273 B.R. at 497. Implicit in the fiduciary duties of any debtor in possession is the obligation to “protect and preserve the estate, including an operating business’s going-concern value.” *Id.* Some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *Id.* The *CoServ* court specifically noted that satisfaction of prepetition claims would be a valid exercise of the debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate.” *Id.*

73. The Debtors submit that the payment of the Employee Compensation and Benefits represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is therefore justified under sections 105(a) and 363(b) of the Bankruptcy Code. Paying prepetition wages, employee benefits, and similar obligations will benefit the Debtors' estates and their creditors by allowing the Debtors' business operations to continue without interruption. Indeed, the Debtors believe that without the relief requested herein, Employees and Independent Contractors may seek alternative employment opportunities while their services are needed to carry out an orderly wind down of the business. Such developments would deplete the Debtors' workforce, thereby hindering the Debtors' ability to operate their business and maximize value of their estates. The loss of valuable Employees and Independent Contractors and the resulting need to recruit new personnel (and the costs attendant thereto) would be distracting at this crucial time when the Debtors need to focus on administering their estates. Furthermore, as described in this Motion, the Debtors' workforce is included in three categories of essential critical infrastructure workers identified as having "special responsibility . . . to maintain [their] normal work schedule[s]" under the federal government's COVID-19 guidance. Accordingly, the Debtors must do their utmost to retain their workforce by, among other things, continuing to honor all wage, benefits, and related obligations, including on account of the Employee Compensation and Benefits.

74. The majority of Employees and Independent Contractors rely exclusively on the Employee Compensation and Benefits to satisfy their daily living expenses. Many of the Debtors' Employees and Independent Contractors expect and require their wages to arrive on a timely basis. Consequently, Employees and Independent Contractors will be exposed to significant financial difficulties if the Debtors are not permitted to honor their obligations related thereto expeditiously.

Failure to satisfy such obligations will jeopardize Employee and Independent Contractors morale and loyalty at a time when Employee and Independent Contractors support is critical to the Debtors' businesses. Furthermore, if this Court does not authorize the Debtors to honor their various obligations under the Health and Welfare Coverage and Benefits described herein, Employees will not receive health coverage and, thus, may be obligated to pay certain health care claims that the Debtors have not satisfied. The loss of health care coverage will result in considerable anxiety for Employees (and likely attrition), which is currently exacerbated due to global concerns surrounding COVID-19, at a time when the Debtors need such Employees to perform their jobs at peak efficiency.

75. Accordingly, the Debtors respectfully request that the Court authorize the Debtors to pay any prepetition amounts accrued and unpaid on account of the Employee Compensation and Benefits and to continue the Employee Compensation and Benefits on a postpetition basis in the ordinary course of business and consistent with past practices.

III. The Debtors Seek a Waiver of the Automatic Stay as It Applies to Workers' Compensation Claims.

76. Section 362(a)(1) of the Bankruptcy Code operates to stay:

[T]he commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title

Section 362 of the Bankruptcy Code, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for "cause." 11 U.S.C. § 362(d)(1).

77. The Debtors seek authorization, under section 362(d) of the Bankruptcy Code, to permit their Employees to proceed with their claims against the Workers' Compensation Program in the appropriate judicial or administrative forum. The Debtors believe that cause exists

to modify the automatic stay because staying the Employees' Workers' Compensation Claims could have a detrimental effect on the financial well-being and morale of the Employees and lead to the departure of certain Employees who are critical at this juncture. Such departures could cause a severe disruption in the Debtors' business to the detriment of all stakeholders. In addition, as noted above, if the Debtors fail to maintain the Workers' Compensation Program, state laws may prohibit the Debtors from operating in those states. Accordingly, the Debtors request a limited waiver of the automatic stay for purposes of allowing the Debtors' Workers' Compensation Program to proceed.

IV. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

78. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Employee Compensation and Benefits. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

79. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the

extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the ability of the Debtors’ to maximize the value of their estates, and this emergency Motion is necessary to prevent unnecessary delay in these chapter 11 cases. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations and efforts at this critical juncture. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

80. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

81. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on,

security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

82. The Debtors will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition asset-based revolving credit facility and counsel thereto; (d) the administrative agent under the Debtors' prepetition term loan facility and counsel thereto; (e) the administrative agent under the Debtors' prepetition real estate loan and counsel thereto; (f) the United States Attorney's Office for the Southern District of Texas; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

83. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
July 20, 2020

/s/ Paul D. Moak

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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on July 20, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul D. Moak

Paul D. Moak

estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue to provide, modify, change, or discontinue the Employee Compensation and Benefits and to pay any claims or obligations on account of the Employee Compensation and Benefits in the ordinary course and in accordance with the Debtors' prepetition policies and prepetition practices and the terms of this Order, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). For the avoidance of doubt, except as otherwise expressly set forth herein, nothing in this Order should be construed as authorizing any payments on account of the Employee Compensation and Benefits that are outside the ordinary course of business without prior Court approval. The Debtors (i) shall provide notice to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases of any material changes or modifications to the Employee Compensation and Benefits and (ii) shall not honor any prepetition claims or obligations on account of Employee Compensation and Benefits to any individual that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (absent further Court order).

2. The automatic stay of section 362(a) of the Bankruptcy Code, to the extent applicable, is hereby lifted to permit: (a) Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum; (b) the Debtors to continue the Workers' Compensation Program and pay all prepetition amounts relating to the Workers' Compensation Program in the ordinary course; (c) insurers and third-party administrators to handle, administer, defend, settle, and/or pay Workers' Compensation Claims and direct action claims; and (d) insurers and third-party administrators providing coverage for any Workers' Compensation Claims or direct action claims to draw on any and all collateral provided by or on behalf of the Debtors therefor without further order of the Bankruptcy Court if and when the Debtors fail to pay and/or reimburse any insurers and third-party administrators for any amounts in relation thereto. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the applicable Workers' Compensation Program, including with regard to any policy limits or caps.

3. The Debtors are authorized to remit any unpaid amounts on account of the Withholding and Deduction Obligations, the Payroll Taxes, and amounts on account of the 401(k) Plan and the Canada Retirement Savings Plan to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

4. The Debtors shall not make any bonus, incentive, retention, or severance payments to any Insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

5. The Debtors shall not make any payments on account of any Severance Obligations arising after the Petition Date in violation of section 503(c) of the Bankruptcy Code.

6. The Debtors are authorized to maintain the Purchase Card program in accordance with the prepetition policies and practices and pay all prepetition and postpetition amounts incurred under the Purchase Card program pursuant to the terms of such program with JPMorgan.

7. The Debtors are authorized, but not directed, in their discretion to continue and honor any obligations to non-insiders pursuant to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Programs in the ordinary course of business and consistent with past practices, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). However, before making any payments related to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Programs in excess of (y) \$300,000 in the aggregate in any calendar month or (z) \$50,000 to any individual, the Debtors shall provide five (5) days' advance notice to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases of (a) the title of the Claimant, (b) the amount of the payment to such Claimant, and (c) the proposed payment date. The Debtors shall maintain a matrix or schedule of amounts paid pursuant to the Additional Compensation Obligations or the Severance Obligations Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Program, subject to the terms and conditions of this Order, including the following information: (a) the title of the Claimant paid; (b) the amount of the payment to such Claimant; (c) the total amount paid to the Claimant to date; (d) the payment date; and (e) the purpose of such payment. The Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee, counsel

to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

8. The Debtors are authorized, but not directed, to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to the Wage and Benefit Service Providers, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

9. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Employee Compensation and Benefits obligations.

10. Nothing contained in the Motion or this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

11. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders

or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

14. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

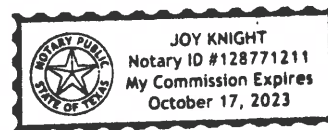
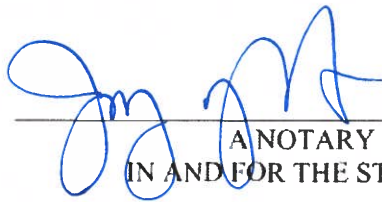
18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas

Dated: _____, 2020

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "23"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 22nd DAY OF JULY, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



ENTERED
07/21/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
BJ SERVICES, LLC., <i>et al.</i> , ¹	)	Case No. 20-33627 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. <u>23</u>

**ORDER (A) AUTHORIZING THE DEBTORS
TO (I) PAY PREPETITION WAGES, SALARIES, OTHER
COMPENSATION, AND REIMBURSABLE EXPENSES AND (II) CONTINUE
EMPLOYEE BENEFITS PROGRAMS AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to (i) pay certain prepetition wages, salaries, other compensation, and reimbursable expenses and (ii) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations thereto, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors’ service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

² Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue to provide, modify, change, or discontinue the Employee Compensation and Benefits and to pay any claims or obligations on account of the Employee Compensation and Benefits in the ordinary course and in accordance with the Debtors' prepetition policies and prepetition practices and the terms of this Order, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). For the avoidance of doubt, except as otherwise expressly set forth herein, nothing in this Order should be construed as authorizing any payments on account of the Employee Compensation and Benefits that are outside the ordinary course of business without prior Court approval. The Debtors (i) shall provide notice to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases of any material changes or modifications to the Employee Compensation and Benefits and (ii) shall not honor any prepetition claims or obligations on account of Employee Compensation and Benefits to any individual that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (absent further Court order).

2. The automatic stay of section 362(a) of the Bankruptcy Code, to the extent applicable, is hereby lifted to permit: (a) Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum; (b) the Debtors to continue the Workers' Compensation Program and pay all prepetition amounts relating to the Workers' Compensation Program in the ordinary course; (c) insurers and third-party administrators to handle, administer, defend, settle, and/or pay Workers' Compensation Claims and direct action claims; and (d) insurers and third-party administrators providing coverage for any Workers' Compensation Claims or direct action claims to draw on any and all collateral provided by or on behalf of the Debtors therefor without further order of the Bankruptcy Court if and when the Debtors fail to pay and/or reimburse any insurers and third-party administrators for any amounts in relation thereto. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the applicable Workers' Compensation Program, including with regard to any policy limits or caps.

3. The Debtors are authorized to remit any unpaid amounts on account of the Withholding and Deduction Obligations, the Payroll Taxes, and amounts on account of the 401(k) Plan and the Canada Retirement Savings Plan to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

4. The Debtors shall not make any bonus, incentive, retention, or severance payments to any Insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

5. The Debtors shall not make any payments on account of any Severance Obligations arising after the Petition Date in violation of section 503(c) of the Bankruptcy Code.

6. The Debtors are authorized to maintain the Purchase Card program in accordance with the prepetition policies and practices and pay all prepetition and postpetition amounts incurred under the Purchase Card program pursuant to the terms of such program with JPMorgan.

7. The Debtors are authorized, but not directed, in their discretion to continue and honor any obligations to non-insiders pursuant to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Programs in the ordinary course of business and consistent with past practices, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). However, before making any payments related to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Programs in excess of (y) \$300,000 in the aggregate in any calendar month or (z) \$50,000 to any individual, the Debtors shall provide five (5) days' advance notice to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases of (a) the title of the Claimant, (b) the amount of the payment to such Claimant, and (c) the proposed payment date. The Debtors shall maintain a matrix or schedule of amounts paid pursuant to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Program, subject to the terms and conditions of this Order, including the following information: (a) the title of the Claimant paid; (b) the amount of the payment to such Claimant; (c) the total amount paid to the Claimant to date; (d) the payment date; and (e) the purpose of such payment. The Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving

credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

8. The Debtors are authorized, but not directed, to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to the Wage and Benefit Service Providers, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

9. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Employee Compensation and Benefits obligations.

10. Nothing contained in the Motion or this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

11. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the “Cash Collateral Orders”) (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

14. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

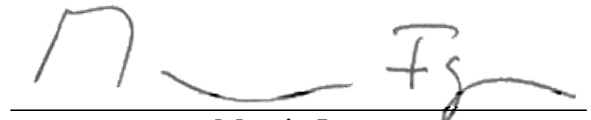
15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 21, 2020



Marvin Isgur
United States Bankruptcy Judge