

FORM 49
[RULE 13.19]

CLERK'S STAMP

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
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Attention: Kelsey Meyer / Keely Cameron
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Client File No.: 78081-9

AFFIDAVIT #4 OF WARREN ZEMLAK

Sworn on August 21, 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.

2. I make this Affidavit (my "**Affidavit #4**") supplementary to my previous Affidavits in these proceedings. Capitalized terms used in my Affidavit #4 that are not otherwise defined herein shall bear the meanings given in my Affidavit #1 sworn July 22, 2020.

The Chapter 11 Proceedings Update

3. As is set out in my Affidavit #1 sworn July 22, 2020, 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 (the "**Fracturing Business**" and the "**Cementing Business**", respectively).
4. Prior to the commencement of the Chapter 11 Proceedings, the Chapter 11 Debtors retained Simmons Energy, a division of Piper Sandler & Co. ("**Simmons**"), an investment banking firm, to evaluate strategies and alternatives for the sale of certain assets of the Chapter 11 Debtors. I understand from a review of the Declaration of Sanjiv Shah in Support of Debtors' Emergency Motions for (I) Entry of An Order Approving the Cementing Bidding Procedures, and (II) Entry of an Order Approving the Fracturing and Titan Bidding Procedures (the "**Shah Declaration**") filed in the Chapter 11 Proceedings (a copy of which is attached as Exhibit "2" to the Affidavit of Anthony C. Schnur sworn in support of this Application) that Simmons contacted at least 50 potential buyers with regard to the sale of the Cementing Business. Simmons also reached out to the same list of potential buyers with respect to the Fracturing Business.
5. In my Affidavit #3 sworn August 12, 2020, I advised of the efforts made by BJ Canada 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**") to try to reach an agreement with its creditors for a consensual restructuring. With no agreement for a consensual restructuring, the Chapter 11 Debtors shifted their focus to two sales: the sale of the Chapter 11 Debtors' cementing business (the "**Cementing Business Transaction**") and the sale of four of the Chapter 11 Debtors' fracturing business fleets and certain intellectual property (the "**Fracturing Fleet Transaction**"), in order to provide urgently-needed liquidity to the Chapter 11 Debtors.

The Fracturing Fleet Transaction includes assets of BJ Canada. Both the Cementing Business Transaction and the Fracturing Fleet Transaction (collectively, the "**Transactions**") involve stalking horse asset purchase agreements.

The Cementing Business Stalking Horse APA

6. Following Simmons reaching out to potential buyers, the Chapter 11 Debtors received two bids for the Cementing Business. Pursuant to a stalking horse asset purchase agreement dated August 6, 2020 between BJ Services, LLC as seller and American Cement Co, LLC ("**American Cement**") as buyer (the "**Cementing Business Stalking Horse APA**"), American Cement agreed to purchase the Cementing Business of BJ Services, LLC.
7. In deciding to enter into the Cementing Business Stalking Horse APA, the Chapter 11 Debtors had regard to factors including but not limited to: (i) the offer exceeded the Chapter 11 Debtors' estimation of liquidation value; (ii) it is subject to higher and better bids through an auction; (iii) the Cementing Business Stalking Horse APA provides a floor for the sales price that was acceptable to the Prepetition ABL Lenders; and (iv) the Cementing Business Stalking Horse APA would save approximately 300 jobs.

The Fracturing Stalking Horse APA

8. The stalking horse asset purchase agreement in relation to the Fracturing Fleet Transaction was entered into on July 24, 2020 as between BJ Services and BJ Canada as sellers and TES Asset Acquisition, LLC ("**TES**") as buyer ("**Fracturing Stalking Horse APA**"). TES is an affiliate of one of the Chapter 11 Debtors' equity sponsors, CSL Management, L.P.
9. The Fracturing Stalking Horse APA contemplates the sale of certain vendor contracts and intellectual property related to the Chapter 11 Debtors' next-generation fracturing pump platform referred to as TITANTM, certain of the Chapter 11 Debtors' other intellectual property assets (including the "BJ Services" name) and certain machinery and equipment that comprises four of the Chapter 11 Debtors' fracturing fleets (collectively, the "**Fracturing Assets**"). In deciding to enter into the Fracturing Stalking Horse APA, the

Chapter 11 Debtors had regard to factors including but not limited to: (i) the Fracturing Stalking Horse APA contains no bid protections; (ii) it is subject to higher and better bids through an auction; (iii) the Fracturing Stalking Horse APA provides a floor for the sales price that was acceptable to the Prepetition ABL Lenders; and (iv) the Fracturing Stalking Horse APA would save approximately 300 jobs including 76 jobs in Canada.

Sales Processes

10. The sales processes in relation to the Cementing Business Stalking Horse APA and the Fracturing Stalking Horse APA (collectively, the "**Stalking Horse Agreements**") are set out in the Cementing Bidding Procedures Order and the Fracking Bidding Procedures Order granted by the U.S. Bankruptcy Court on July 29, 2020, each of which have been recognized by this Honourable Court by Order granted August 14, 2020. Copies of the Cementing Bidding Procedures Order and the Fracking Bidding Procedures Order are attached as Exhibits "15" and "17" of my Affidavit #3 sworn August 12, 2020, and are also attached to the Order of this Court granted August 14, 2020 as Schedules "G" and "H".
11. Since entering into the Stalking Horse Agreements, Simmons has continued to market the Fracturing Business and the Cementing Business in accordance with the Cementing Bidding Procedures Order and the Fracking Bidding Procedures Order.
12. The sales processes pursuant to the Cementing Bidding Procedures Order and the Fracking Bidding Procedures Order ran for approximately one month, in accordance with those Orders, with the deadlines therein being extended by way of a Notice of Sale and Revised Sale Deadlines, Auction, and Hearing Date filed with the U.S. Bankruptcy Court on August 10, 2020, a copy of which is attached as Exhibit "5" to the Affidavit of Anthony C. Schnur sworn in support of this Application. An even longer process was not feasible given the liquidity constraints of the Chapter 11 Debtors, who have only secured funding for the Chapter 11 Proceedings until August 29, 2020 (pursuant to the Second Interim Cash Collateral Order granted by the U.S. Bankruptcy Court on August 3, 2020, which was recognized by this Honourable Court by Order granted August 14, 2020 and which is attached as Schedule "B" thereto).

13. On August 19 and 20, 2020, in accordance with the Fracking Bidding Procedures Order and the Cementing Bidding Procedures Order, an auction was held with respect to the Fracturing Assets and the Cementing Business. Attached hereto as **Exhibit "1"** is a true copy of the Notice of Winning Bidders filed with the U.S. Bankruptcy Court on August 20, 2020, which attaches copies of the asset purchase agreements in relation to each of the five winning bids, which include the Cementing Business Stalking Horse APA and the Fracturing Stalking Horse APA as well as the following three additional asset purchase agreements (the "**Winning Bids**"), each of which are subject to further amendments:
 - (a) Asset Purchase Agreement dated August 20, 2020 between BJ Services, LLC as seller and Alamo Pressure Pumping, LLC as purchaser (the "**Alamo APA**") for the purchase of certain equipment related to the Fracturing Business;
 - (b) Asset Purchase Agreement between BJ Services, LLC as seller and Baker Hughes Oilfield Operations LLC as purchaser (the "**Baker Hughes Cementing Equipment APA**") for the purchase of certain equipment related to the Cementing Business;
 - (c) Asset Purchase Agreement between BJ Services, LLC as seller and Baker Hughes Oilfield Operations LLC as purchaser (the "**Baker Hughes Shared Lab Equipment APA**") for the purchase of equipment and other tangible assets located in a shared lab facility at 11211 FM 2920, Tomball, Texas, 77375.
14. On August 20, 2020, the independent directors on the Board of Directors of the Company (Jeffrey Dane and Dorothy M. Ables) approved the Company entering into the transactions contemplated by the Cementing Stalking Horse APA, the Fracturing Stalking Horse APA, the Alamo APA, the Baker Hughes Cementing Equipment APA, and the Baker Hughes Shared Lab Equipment APA.
15. The Fracturing Stalking Horse APA was amended on August 21, 2020 to increase the purchase price by USD \$2 million to USD \$34 million.

The Fracturing Fleet Sale Order

16. On August 21, 2020, the Chapter 11 Debtors filed the following proposed form of Order with the U.S. Bankruptcy Court:
 - (a) the Proposed Order (I) Approving the Sale of Certain of the Debtors' Fracturing Fleet Equipment and Intellectual Property Free and Clear of Claims, Liens, Interests and Encumbrances; (II) Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief granted by the U.S. Bankruptcy Court pursuant to 28 U.S.C. § § 157 and 1334 on August 21, 2020 (the "**Proposed Fracturing Fleet Sale Order**"). Attached hereto as **Exhibit "2"** is a true copy of the Proposed Fracturing Fleet Sale Order.
17. On August 21, 2020, the U.S. Bankruptcy Court granted the following Order:
 - (a) the Order (I) Approving the Sale of Certain of the Debtors' Fracturing Fleet Equipment and Intellectual Property Free and Clear of Claims, Liens, Interests and Encumbrances; (II) Approving the Assumption or Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief granted by the U.S. Bankruptcy Court pursuant to 28 U.S.C. § § 157 and 1334 on August 21, 2020 (the "**Fracturing Fleet Sale Order**"). Attached hereto as **Exhibit "3"** is a true copy of the Fracturing Fleet Sale Order.
18. It is anticipated that the U.S. Bankruptcy Court will grant Orders approving other sales of assets arising out of the auctions at a later date.
19. I understand from my attendance at the hearing before the U.S. Bankruptcy Court on August 21, 2020 that in granting the Fracturing Fleet Sale Order, the U.S. Bankruptcy Court considered (i) the severe cash constraints facing the Chapter 11 Debtors; (ii) the impacts of the transactions on allowing the Chapter 11 Debtors to continue to operate and preserve jobs; (iii) that the sales would be more beneficial to stakeholders than a sale under a Chapter 7 liquidation; (iv) the extent to which the creditors were consulted;

(v) the effects of the proposed sales on creditors and other interested parties, (vi) whether the consideration is reasonable and fair, considering market value, and, (vii) specifically with respect to the Fracturing Fleet Transaction, given that the proposed purchaser of the fracturing assets is a related party to the sellers, the U.S. Bankruptcy Court considered whether good faith efforts were made to sell the assets to purchasers unrelated to the sellers, and whether the consideration to be received was superior to the consideration that would be received under any other offer made in accordance with the process leading to the proposed sale or disposition. These considerations are reflected in the Proposed Fracturing Fleet Sale Order.

20. Further, Judge Isgur of the U.S. Bankruptcy Court commented, in granting the Fracturing Fleet Sale Order, that:
 - (a) the evidence was uncontroverted that the auction was done properly, and that the Fracturing Stalking Horse APA was the highest and best bid;
 - (b) the purchaser is at arm's length and is a good faith purchaser; and
 - (c) that the allocation of the purchase price is to be determined at a later hearing before the U.S. Bankruptcy Court.
21. The sale contemplated by the Fracturing Fleet Sale Order will save approximately 300 jobs including 76 jobs in Canada and yield proceeds of approximately USD \$34 million for the Chapter 11 Debtors.
22. The assets to be sold pursuant to the Fracturing Fleet Transaction include assets of BJ Canada and other assets of BJ Services, LLC which are situated in Canada and, I am advised by legal counsel, over which this Honourable Court has jurisdiction.
23. Recognition and approval of the Fracturing Fleet Sale Order by this Honourable Court is a condition to closing of the Fracturing Fleet Transaction.
24. In an effort to further ensure consistency, efficiency and cooperation, BJ Canada as Foreign Representative seeks recognition by this Honourable Court of the Fracturing Fleet Sale Order.

Relief Sought

Recognition of Fracturing Fleet Sale Order

25. BJ Canada seeks an Order:
- (a) recognizing in Canada and enforcing the Fracturing Fleet Sale Order;
 - (b) approving the sale of those assets of the Chapter 11 Debtors included within the Fracturing Fleet Sale Order over which this Honourable Court has jurisdiction and which are situated in Canada, and vesting those assets in and to the purchasers thereof; and
 - (c) authorizing the Chapter 11 Debtors to take such steps and execute such additional documents as may be necessary or desirable for the completion of the sale contemplated by the Fracturing Fleet Sale Order.

Approval of Fees

26. BJ Canada, with the assistance of its legal counsel, has worked diligently in its position as Foreign Representative to keep the Canadian Court apprised of the Chapter 11 Proceedings and has sought Canadian recognition of Orders of the U.S. Bankruptcy Court where necessary or appropriate. Canadian legal counsel to BJ Canada has also assisted and provided legal advice with respect to offers received for the purchase of the Cementing Business and the Fracturing Business or the Fracturing Assets. The following is a summary of the legal fees, disbursements and other charges of Canadian legal counsel to BJ Canada incurred from the date the Chapter 11 Debtors filed their petitions commencing the Chapter 11 Proceedings on July 20, 2020 to and including August 3, 2020:

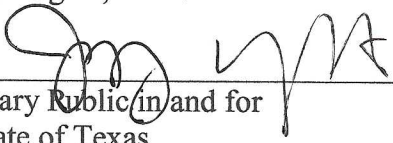
Invoice Number	1347961-2
Invoice Date	August 5, 2020
Professional Services	\$45,349.10
Other Charges	\$4,446.50
GST	\$2,489.75
Total Including GST	\$52,285.38

27. Now shown to me and marked as **Exhibit "4"** is a true copy of Invoice Number 1347961-2 received by BJ Canada from its Canadian legal counsel for the legal services provided in relation to these proceedings. A copy of Exhibit "4" will be available to this Honourable Court for further review, if required. In the circumstances, the Chapter 11 Debtors view the fees as fair and reasonable and seek Court approval of the amount set out in the invoice.

Conclusion

28. BJ Canada expects to return to this Court to seek recognition in Canada and enforcement of further Orders of the U.S. Bankruptcy Court in relation to the above and potentially other motions. In particular:
- (a) it is anticipated that there will be further sale approval Orders granted by the U.S. Bankruptcy Court, including potentially in relation to each of the Cementing Stalking Horse APA, the Alamo APA, the Baker Hughes Cementing Equipment APA, and the Baker Hughes Shared Lab Equipment APA;
 - (b) a hearing is currently scheduled before the U.S. Bankruptcy Court for Wednesday, August 26, 2020 at 3:30 p.m. CDT, for approval of final orders in relation to the motions for the Cash Collateral Order, the Cash Management Order, and the Critical Vendors and Lienholders Order. BJ Canada has scheduled a hearing before this Honourable Court on September 2, 2020 to seek recognition and enforcement in Canada of the final orders anticipated to be granted by the U.S. Bankruptcy Court on August 26, 2020. It is anticipated that Canadian recognition of further Orders that are granted by the U.S. Bankruptcy Court will be sought at later dates.
29. This Affidavit is sworn in support of the relief requested in the Application dated August 21, 2020 and for no other or improper purpose.

SWORN BEFORE ME
at Tomball, Texas this 21th
day of August, 2020.



A Notary Public in and for
the State of Texas



WARREN ZEMLAK

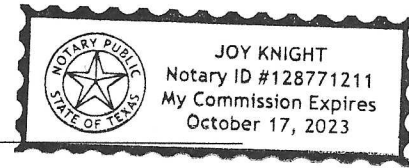
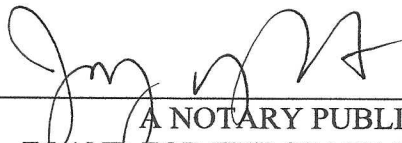
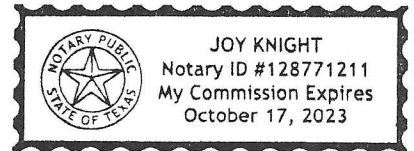


EXHIBIT 1

THIS IS **EXHIBIT "1"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 21th DAY OF AUGUST, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



**IN THE UNITED STATES BANKRUPTCY COURT
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)
	)	

NOTICE OF WINNING BIDDERS

PLEASE TAKE NOTICE that on July 29, 2020, the Court entered the *Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof (IV) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief* [Docket No. 224] (the “Cement Business Bidding Procedures Order”) and the *Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors’ Fracking Equipment and Intellectual Property, (II) Scheduling an Auction and a Sale Hearing, (IV) Approving the Form and Manner of Notices Related Thereto, (V) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief* [Docket No. 223] (the “Fracturing Business Bidding Procedures Order,” and together with the Cement Business Bidding Procedures Order, the “Bidding Procedures Orders”).²

PLEASE TAKE FURTHER NOTICE that on August 10, 2020, the Debtors filed their *Notice of Sale and Revised Sale Deadlines, Auction, and Hearing Date* [Docket No. 330], extending the dates and deadlines contemplated by the Bidding Procedures Orders and indicating that the Debtors would consider any and all bids for their assets.

PLEASE TAKE FURTHER NOTICE that an Auction was held on August 19 and 20, 2020, using a secure web-based video teleconferencing deposition service and telephone.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures Orders, the Debtors, after consultation with the Consultation Parties, have selected the Winning Bidder and Backup Bidder for each lot of non-overlapping assets subject to the Auction, as follows:

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 not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Orders.

Asset Package:	Cementing Business (going concern) Substantially all of the cementing assets, including core equipment, all owned real property, all contracts (excluding any accounts receivable prior to closing), leased property, U.S. intellectual property, goodwill, and inventory.		
Winning Bidder(s)	Winning Bid Amount	Backup Bidder(s)	Backup Bid Amount
American Cementing, LLC	\$35MM		

Asset Package:	Fracking Business (going concern) Four fracturing pump fleets; associated machinery, inventory, and equipment necessary to run the fleets as a business; intellectual property rights, trade secrets, and other unregistered intellectual property rights; TITAN assets; and select contracts		
Winning Bidder(s)	Winning Bid Amount	Backup Bidder(s)	Backup Bid Amount
TES Asset Acquisition, LLC	\$32MM		

Asset Package:	Certain equipment related to the fracturing business		
Winning Bidder(s)	Winning Bid Amount	Backup Bidder(s)	Backup Bid Amount
Alamo Pressure Pumping, LLC	\$1 million ³		

Asset Package:	Certain equipment related to the cementing business		
Winning Bidder(s)	Winning Bid Amount	Backup Bidder(s)	Backup Bid Amount
Baker Hughes Oilfield Operations LLC	\$1.2 MM		

Asset Package:	Shared Lab Equipment Equipment and other tangible assets located in a shared lab facility at 11211 FM 2920, Tomball, Texas 77375		
Winning Bidder(s)	Winning Bid Amount	Backup Bidder(s)	Backup Bid Amount
Baker Hughes Oilfield Operations LLC	\$2.25MM		

Asset Package:	Certain (87) Tractors		
Winning Bidder(s)	Winning Bid Amount	Backup Bidder(s)	Backup Bid Amount
No Winning Bidder Selected			

The current form of purchase agreement for each of the Winning Bids is attached hereto as **Exhibit A** through **Exhibit E**. The Debtors and the Winning Bidders are working on certain incremental modifications. A final form of purchase agreement will be filed with proposed forms of order with respect to the respective sales prior to the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of each of the Winning Bids at a hearing scheduled to commence **August 21, 2020 at 11:00 a.m. (prevailing Central Time)** (the “Sale Hearing”) before the Honorable Marvin Isgur, United States Bankruptcy Judge for the Bankruptcy Court for the Southern District of Texas, at 515 Rusk Street, 4th Floor, Courtroom No. 404, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that the Auction is not closed with respect to credit bids for the unsold collateral under the Debtors’ Equipment Term Loan. The Debtors will file an additional notice of auction, successful bidder, and/or sale hearing, as appropriate.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Orders, as well as all related exhibits and all pleadings filed in these chapter 11 cases, are available: (a) free of charge upon request to Donlin, Recano & Company Inc. (the notice and claims agent in these chapter 11 cases), by visiting the website maintained in these chapter 11 cases at www.donlinrecano.com/bjs, or (b) for a fee via PACER by visiting <http://www.txs.uscourts.gov>.

³ The Equipment Term Loan Agent submitted a credit bid for \$1.1 million. Due to uncertainty with respect to the Equipment Term Loan Agent’s right to credit bid and potential for job creation at Alamo for certain of the Debtors’ former employees, the Debtors intend to move forward with this sale.

Houston, Texas
August 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 August 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

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 6, 2020

BY AND BETWEEN

AMERICAN CEMENTING, LLC

AS PURCHASER,

BJ SERVICES, LLC

AS THE COMPANY AND SELLER

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EXHIBIT E	FORM OF TRANSITION SERVICES AGREEMENT

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), is dated as of August 6, 2020, by and among American Cementing, LLC, a Delaware limited liability company (“Purchaser”), BJ Services, LLC, a Delaware limited liability company (the “Company” or “Seller”). Purchaser and Seller are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth in Article XI or otherwise set forth herein.

WHEREAS, the Company and certain of its Affiliates 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 “Bankruptcy Court”), which chapter 11 cases are being jointly administered for procedural purposes as Case No. 20-33627 (MI) (collectively, the “Bankruptcy Case”);

WHEREAS, Seller and its Affiliates will continue to manage their properties and operate their businesses as “debtors-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, Seller is engaged in, among other things, the business of providing downhole well cementing services to owners and operators of oil or natural gas wells in the United States (the well cementing business, “Business”);

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale (the “Sale”) authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to entry of an Order, in form and substance reasonably acceptable to Purchaser, Approving the Sale of the Acquired Assets under Section 363(b) of the Bankruptcy Code (the “Sale Order”); and

WHEREAS, certain Affiliates of Purchaser have, as an inducement to Seller to enter into this Agreement, executed an Equity Commitment Letter (the “Equity Commitment Letter”) pursuant to which such Affiliates have agreed, subject to certain conditions set forth therein, to make an equity investment in Purchaser at the Closing, if any, in an amount of cash that, together with any other cash then held by Purchaser, will be equal to the Closing Date Payment.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows.

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, 365, 1129, 1141 and 1142 of the Bankruptcy Code, at the Closing, on the terms and subject to the conditions set forth herein and in the Sale Order, Seller shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of Seller's right, title and interest, as of the Closing, in and to the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means all of the following properties, rights, interests and other assets of Seller, whether tangible or intangible, real, personal, or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP (but excluding in all cases the Excluded Assets):

(a) all Contracts (excluding any accounts receivable relating thereto with respect to periods prior to the Closing), to the extent assignable under applicable Law, in each case listed on Schedule 1.1(a) (the "Assigned Contracts");

(b) all Documents;

(c) the Owned Real Property listed on Schedule 1.1(c) (the "Acquired Owned Real Property");

(d) the Leased Real Property listed on Schedule 1.1(d) (the "Acquired Leased Real Property"), including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(e) the Equipment and other assets listed on Schedule 1.1(e) (the "Core Equipment");

(f) all Ancillary Assets of Seller primarily related to or primarily used in the Business;

(g) to the extent transferable under applicable Law, all of the rights, interests and benefits accruing under all Permits, and all pending applications therefor, in each case that are primarily related to or primarily used in the Business;

(h) the registered, filed, issued and applied for Intellectual Property listed on Schedule 1.1(h), all rights to collect royalties and proceeds in connection with such Intellectual Property with respect to the period from and after the Closing, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such Intellectual Property, and any and all corresponding rights that, now or hereafter, may be secured within the United States of America;

(i) Intellectual Property owned by the Seller in the Software listed on Schedule 1.1(i);

(j) Intellectual Property owned by the Seller in any trade secrets or other unregistered Intellectual Property that is exclusively used in or exclusively related to the Business;

(k) all goodwill and rights of Seller primarily used in or primarily related to the Business other than any of the foregoing connected with the use of and symbolized by any Retained Names and Marks; and

(l) all Inventory.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, or convey, and Seller (or its applicable Affiliates) shall retain all right, title and interest to, in and under, any assets of Seller (or its applicable Affiliates) that are not Acquired Assets, which assets shall expressly include the following assets, properties, interests and rights of Seller (collectively, the “Excluded Assets”):

(a) all assets expressly excluded from the definition of Acquired Assets pursuant to Section 1.1;

(b) all Cash and Cash Equivalents, all bank accounts, and all deposits (including maintenance deposits, customer deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by Seller, and any retainers or similar amounts paid to Advisors or other professional service providers;

(c) all Mixed-Use Contracts and all other Contracts that are not Assigned Contracts, including the Contracts listed on Schedule 1.2(c) (the “Excluded Contracts”);

(d) all accounts receivable, negotiable instruments and chattel paper owing from Persons that are not Seller and that are attributable to periods prior to the Closing;

(e) all rights, title and interest in and to information technology systems and Software used in connection with the Business to the extent not constituting Software listed on Schedule 1.1(i);

(f) all Intellectual Property registered, issued, applied for, or subsisting in countries outside of the United States of America;

(g) rights in third party licenses of Software that may be required for the operation or maintenance of the Software referenced on Schedule 1.1(i), other than such licenses that are set forth on Schedule 1.1(a);

(h) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities (including information stored on the computer systems, data networks or servers of Seller); (ii) that are Seller’s financial accounting Documents, all minute books, organizational documents, stock registers and such other books and records of Seller as pertaining to ownership, organization or existence of Seller, Tax Returns (and any related work papers) and any other Tax information or records, corporate seal, checkbooks, and canceled checks; or (iii) that Seller is required by Law to retain or prohibited by Law from selling, transferring, assigning,

conveying or delivering to Purchaser; provided that, to the extent not prohibited by applicable Law, Purchaser shall have the right to make copies of any portions of such Documents referenced in clauses (i) and (iii) that, but for such clauses (i) or (iii), respectively, would be Acquired Assets (including, for the avoidance of doubt, any Tax information or records that relate to the Business or the Acquired Assets to the extent such information would be relevant to Purchaser post-Closing, but excluding any income, franchise or similar Tax Returns or information or records of Seller related thereto);

(i) all Documents prepared or received by Seller or any of its Affiliates in connection with the sale of the Acquired Assets, this Agreement, or the transactions contemplated hereby, including (i) all records and reports prepared or received by Seller, any of its Affiliates or Advisors in connection with the sale of the Acquired Assets and the transactions contemplated hereby, including all analyses relating to the business of Purchaser or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Seller's businesses or assets, (iii) all privileged materials, documents and records of Seller or any of its Affiliates and (iv) copies of the documents, materials and data to the extent related to the Acquired Assets prior to the Closing Date;

(j) all current and prior insurance policies of Seller or any of its Affiliates, including for the avoidance of doubt all director and officer insurance policies, and all rights and benefits of any nature of Seller and its Affiliates with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(k) all membership interests or other equity interests of Seller or any of its Subsidiaries or securities convertible into, exchangeable, or exercisable for any such membership interests or other equity interests;

(l) the sponsorship of all Seller Plans and any right, title or interest in any of the assets thereof or relating thereto;

(m) (i) all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law, (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of the Closing of Seller, in each case, arising out of or relating to events occurring on or prior to the Closing Date, and (iii) all claims that Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(n) Seller's claims or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument, or other document executed and delivered between Seller and Purchaser in connection with the transactions contemplated hereby, or any other agreement between Seller and Purchaser entered into on or after the date hereof;

(o) all claims of Seller or any of its Affiliates for refunds of, or loss carry forwards with respect to, (i) Taxes attributable to the Acquired Assets for any Pre-Closing Tax Period or the pre-Closing portion of any Straddle Period, (ii) income or franchise Taxes of Seller or any of its Affiliates, or (iii) Taxes attributable to the Excluded Assets;

(p) all real estate and all interests in real estate other than the Acquired Leased Real Property and the Acquired Owned Real Property, including any Leasehold Improvements thereon;

(q) all demands, allowances, refunds, rebates (including any vendor or supplier rebates), rights (including under or with respect to express or implied guarantees, warranties, representations, covenants and indemnities), claims, counterclaims, defenses, credits, causes of action, rights of set off, rights of recovery or rights of recoupment relating to or arising against suppliers, vendors, merchants, manufacturers and counterparties to leases, licenses or any Contract, arising out of or relating to events occurring on or prior to the Closing Date;

(r) all Retained Names and Marks, and goodwill and rights to sue associated with such Retained Names and Marks; and

(s) the properties and assets set forth on Schedule 1.2(s).

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with Section 2.1, Purchaser shall irrevocably assume from Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller shall irrevocably convey, transfer, and assign to Purchaser, only the following Liabilities, without duplication and only to the extent such Liabilities are not paid prior to the Closing (collectively, the “Assumed Liabilities”):

(a) all Liabilities of Seller under the Assigned Contracts that arise and accrue after the Closing, relate exclusively to periods following the Closing and are by their terms to be observed, paid, discharged and performed following the Closing;

(b) all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (the “Cure Costs”);

(c) all Liabilities (including all Liabilities arising under Environmental Laws and all applicable Taxes) arising out of the conduct of the Business or the use, ownership or operation of the Acquired Assets, in each case, from and after the Closing Date, excluding all obligations, liabilities and commitments for Accounts Payable;

(d) all Liabilities relating to amounts required to be paid, or actions required to be taken or not to be taken, by Purchaser under this Agreement, including any Transfer Taxes;

(e) all Liabilities assumed by Purchaser pursuant to Section 6.3; and

(f) all Liabilities set forth on Schedule 1.3(f).

1.4 Excluded Liabilities. Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, Seller or relating to the Acquired Assets or Employees, of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become

due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “Excluded Liabilities”), which Excluded Liabilities include, for the avoidance of doubt, (a) all obligations, liabilities and commitments for Accounts Payable, (b) all income, franchise or similar Taxes of Seller or any of its Affiliates and (c) subject to Section 9.4(b), all Taxes arising from or with respect to the Acquired Assets or the operation of the Business that are attributable to any Pre-Closing Tax Period or the pre-Closing portion of any Straddle Period (determined in accordance with Section 9.4(d)).

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. Purchaser shall, in its sole discretion, determine those Contracts that shall become Assigned Contracts, in the time frames and as otherwise set forth herein. Seller shall provide timely and proper written notice of the Sale Order to all parties to any executory Contracts or unexpired leases to which Seller is a party that are (or are to become) Assigned Contracts and take all other actions reasonably necessary to cause such Contracts to be assumed by Seller and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code to the extent that such Contracts are Assigned Contracts at Closing. The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, Seller shall assign or cause to be assigned to Purchaser, as applicable, the Assigned Contracts, each of which shall be identified by the name or appropriate description and date of the Assigned Contract (if available), the other party to the Assigned Contract and the address of such party for notice purposes, a notice filed in connection with the motion for approval of the Sale Order, or a separate motion for authority to assume and assign such Assigned Contracts. Such exhibit shall also set forth Seller’s good faith estimate of the amounts necessary to cure any defaults under each of the Assigned Contracts as determined by Seller based on Seller’s books and records or as otherwise determined by the Bankruptcy Court. At the Closing, Seller shall, pursuant to the Sale Order and the Assignment and Assumption Agreement(s), assume and assign to Purchaser (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code, subject to adjustment pursuant to Section 1.5(b). At the Closing, Purchaser shall (i) pay all Cure Costs and (ii) assume, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to section 365 of the Bankruptcy Code.

(b) Excluding or Adding Assigned Contracts Prior to Closing. Purchaser shall have the right to notify Seller in writing of any Assigned Contract (other than any purchase orders) that it does not wish to assume or a Contract to which Seller is a party and that is used in or related to the Business (excluding Mixed-Use Contracts) that Purchaser wishes to add as an Assigned Contract (whether or not previously considered an Excluded Contract (except with respect to Mixed-Use Contracts)) up to the later of (i) the close of the Auction, if any, or (ii) one day prior to the last date set for final hearing for approval of the Sale by the Bankruptcy Court, and (x) any such previously considered Assigned Contract that Purchaser no longer wishes to assume shall be automatically deemed removed from the Schedules related to Assigned Contracts and automatically deemed added to the Schedules related to Excluded Contracts, in each case, without

any adjustment to the Purchase Price, and (y) any such previously considered Excluded Contract that Purchaser wishes to assume as an Assigned Contract that is primarily related to or primarily used in the Business shall be automatically deemed added to the Schedules related to Assigned Contracts, in each case, without any adjustment to the Purchase Price. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing.

(c) Non-Assignment. Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract (i) is rejected by Seller or terminated by Seller or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of Seller's rights under such Contract, and such Consent or Governmental Authorization has not been obtained prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder. In addition, a Permit shall not be assigned to, or assumed by, Purchaser to the extent that such Permit requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of Seller's rights under such Permit, and no such Consent or Governmental Authorization has been obtained prior to the Closing. In the event that any Assigned Contract is deemed not to be assigned pursuant to clause (ii) of the first sentence of this Section 1.5(c), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six (6) months following the Closing (or the remaining term of such Contract or the closing of the Bankruptcy Case, if shorter), Seller and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of Seller's rights and obligations with respect to any such Assigned Contract, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Seller or its Affiliates) under such Assigned Contract with respect to which the Consent and/or Governmental Authorization has not been obtained and (2) Purchaser shall assume any related burden and obligation (including performance) with respect to such Assigned Contract. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Assigned Contract after the Closing, such Assigned Contract shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code.

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

(a) Subject to any adjustment pursuant to Section 2.7, the aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the

Acquired Assets shall be: (y) the assumption of Assumed Liabilities and (z) a cash payment (the “Cash Payment”) of \$35,000,000, (A) plus (in the event the Estimated Inventory exceeds the Target Inventory) the amount, if any, by which the Estimated Inventory exceeds the Target Inventory or (B) minus (in the event the Target Inventory exceeds the Estimated Inventory) the amount, if any, by which the Target Inventory exceeds the Estimated Inventory, and (C) minus the Estimated Property Taxes. The Cash Payment shall be deemed allocated among the Acquired Assets as follows (and any post-Closing adjustments to the Purchase Price in respect of Closing Property Taxes shall be allocated to the applicable category of assets set forth below for which any such adjustments relate):

(i) \$4,500,000 plus or minus (as applicable) 75% of any post-Closing adjustments to the Purchase Price for Closing Inventory pursuant to Section 2.7 shall be deemed to be in consideration for the Inventory;

(ii) \$200,000 shall be deemed to be in consideration for all Intellectual Property and goodwill;

(iii) \$200,000 shall be deemed to be in consideration for the Acquired Owned Real Property located at 28730 US Highway 6, Rifle, CO 81650;

(iv) \$200,000 shall be deemed to be in consideration for the Acquired Owned Real Property located at 4402 N Main St, Liberty, TX 77575; and

(v) the Cash Payment less the amounts set forth in Sections 2.1(a)(i) – (iv) shall be deemed to be in consideration for all Core Equipment and all other Acquired Assets for which an allocation is not made hereunder.

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to the Company an amount equal to (i) the Cash Payment (increased or decreased, as applicable and for the avoidance of doubt, by the items listed in clauses (A), (B) and (C) of Section 2.1(a)(z)), minus (ii) the Deposit, minus (iii) the Adjustment Escrow Amount (the “Closing Date Payment”). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made at least two (2) Business Days prior to the date such payment is to be made.

(c) At the Closing, Purchaser shall deliver to Citibank, N.A. (the “Escrow Agent”), by wire transfer of immediately available funds for deposit into a separate escrow account (the “Adjustment Escrow Account”) established pursuant to the escrow agreement to be executed on the Closing Date by and among the Company, Purchaser and the Escrow Agent, substantially in the form attached hereto as Exhibit C (the “Adjustment Escrow Agreement”), an amount equal to one percent (1%) of the Cash Payment (the “Adjustment Escrow Amount”). The Adjustment Escrow Amount shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any of Seller or Purchaser, and shall be held by the Escrow Agent in the Adjustment Escrow Account in accordance with the Adjustment Escrow Agreement until distributed to the applicable Party as provided herein.

2.2 Deposit.

(a) Purchaser will, on or within one (1) Business Day after the date hereof, make an earnest money deposit with Escrow Agent in the amount of five percent (5%) of the Cash Payment (the “Deposit”), by wire transfer of immediately available funds for deposit into a separate escrow account (the “Deposit Escrow Account”), established pursuant to the escrow agreement by and among the Company, Purchaser and the Escrow Agent, substantially in the form attached hereto as Exhibit D (the “Deposit Escrow Agreement”). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any of Seller or Purchaser and shall be applied against payment of the Cash Payment on the Closing Date.

(b) If this Agreement has been terminated by the Company pursuant to Section 8.1(f) or 8.1(h) (or by Purchaser pursuant to Section 8.1(b), 8.1(d) or 8.1(e), in each case in circumstances where the Company would be entitled to terminate this Agreement pursuant to Section 8.1(f) or 8.1(h)), then the Company shall retain the Deposit together with all received investment income, if any. For the avoidance of doubt and notwithstanding anything herein to the contrary, if this Agreement is terminated as contemplated by this Section 2.2(b) prior to the time such Deposit is actually made to the Escrow Agent, Seller shall be entitled to be paid, and Purchaser shall be obligated to pay to Seller, an amount equal to the Deposit, and such obligation shall survive the termination of this Agreement.

(c) If this Agreement has been terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five (5) Business Days after such termination.

(d) The Parties agree that the Company’s right to retain the Deposit, as set forth in Section 2.2(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

(e) If the Closing occurs, the Deposit shall be transferred to the Company.

2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Closing Date Payment, the payment of the Adjustment Escrow Amount, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the “Closing”) will take place by telephone conference and electronic exchange of documents at 10 a.m. Central Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or at such other place and time as the Parties may agree. The date on which the Closing actually occurs is referred to herein as the “Closing Date.”

2.4 Closing Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Purchaser:

(a) a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the “Assignment and Assumption Agreement”) duly executed by Seller;

(b) each “IP Assignment Agreement” substantially in the form of Exhibit B, duly executed by the Seller;

(c) a transition services agreement (the “Transition Services Agreement”) substantially in the form of Exhibit E, duly executed by the Company;

(d) a copy of the Sale Order, as entered by the Bankruptcy Court;

(e) a duly executed statement from the Company (or, if the Company is a disregarded entity for U.S. federal income tax purposes, from its regarded owner) meeting the requirements of Treasury Regulation section 1.1445-2(b)(2) certifying that the Company (or its regarded owner for U.S. federal income tax purposes) is not a foreign person within the meaning of the Code and the Treasury Regulations promulgated thereunder;

(f) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(b) and 7.2(c) have been satisfied;

(g) quit claim deeds (or special or limited warranty deeds solely to the extent required by Law for a title insurance company to issue a title insurance policy with respect to an Acquired Owned Real Property) in recordable form and form reasonably acceptable to Purchaser for all Acquired Owned Real Property, duly executed by Seller;

(h) the New Leases, duly executed by Seller or purchaser of any New Lease Property;

(i) a joint written instruction, duly executed by the Company, instructing the Escrow Agent to release to the Company by wire transfer of immediately available funds, the Deposit; and

(j) the Adjustment Escrow Agreement, duly executed by Seller and the Escrow Agent.

2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) the Company:

(a) the Closing Date Payment;

(b) the Assignment and Assumption Agreement, duly executed by Purchaser;

(c) the Transition Services Agreement, duly executed by Purchaser;

(d) the New Leases, duly executed by Purchaser;

(e) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied;

(f) a joint written instruction, duly executed by Purchaser, instructing the Escrow Agent to release to the Company by wire transfer of immediately available funds, the Deposit; and

(g) the Adjustment Escrow Agreement, duly executed by Purchaser.

2.6 Withholding. Purchaser shall be entitled to deduct and withhold from any consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax Law; provided, that, other than with respect to any withholding as a result of the Company's failure to comply with Section 2.4(e) or any withholding required as a result of a change in Tax Law that occurs within 10 days of the Closing, Purchaser shall provide at least five days' written notice to Seller if Purchaser intends to withhold any amounts pursuant to this Section 2.6 (and in the case of any withholding required as a result of any change in Tax Law that occurs within 10 days of the Closing shall use commercially reasonable efforts to provide such written notice as soon as reasonably practicable prior to the Closing). Any amounts that are so deducted and withheld and properly paid to the relevant Governmental Body shall be treated for all purposes of this Agreement as having been paid to Seller. Purchaser and Seller shall reasonably cooperate in good faith to minimize or establish an exemption from, to the extent permissible under applicable Law, any deduction or withholding.

2.7 Closing Inventory; Closing Property Taxes; Adjustment to Purchase Price.

(a) At least five (5) Business Days prior to the Closing Date, the Company shall deliver to Purchaser a statement setting forth in reasonable detail the Company's calculation of Closing Inventory as of the opening of business on the Closing Date ("Estimated Inventory") and Closing Property Taxes as of the opening of business on the Closing Date (the "Estimated Property Taxes"). For purposes of this Agreement, "Closing Inventory" shall mean all Inventory on hand as of the opening of business on the Closing Date, calculated in the manner set forth in Schedule 2.7. For purposes of this Agreement, "Closing Property Taxes" shall mean all known accrued but unpaid Property Taxes exclusively related to or arising out of the Acquired Assets (determined in accordance with Section 9.4(d)), as of the opening of business on the Closing Date (whether attributable to a Pre-Closing Tax Period or to the pre-Closing portion of any Straddle Period). To the extent that any Property Taxes exclusively related to or arising out of the Acquired Assets have been paid by Seller in respect of any period after the opening of business on the Closing Date, such amounts paid in respect of such period shall be credited against the Closing Property Taxes calculated hereunder to the extent the payment of such Property Taxes by Sellers will actually reduce the amount of Property Taxes payable by Purchaser and its Affiliates (determined on a with and without basis) with respect to any such period.

(b) Within sixty (60) days after the Closing Date, Purchaser shall deliver to Seller both (i) a statement (the "Closing Inventory Statement"), setting forth Purchaser's calculation of Closing Inventory as of the opening of business on the Closing Date, calculated in

the manner set forth in Schedule 2.7 and (ii) a statement setting forth Purchaser's calculation of the Closing Property Taxes, as of the opening of business on the Closing Date (the "Closing Property Taxes Statement"), determined in accordance with Section 9.4(d). Seller shall cause its employees to assist Purchaser and its representatives in the preparation of the Closing Inventory Statement and the Closing Property Taxes Statement and shall provide Purchaser and its representatives reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties, books and records of Seller for such purpose to the extent primarily related to the Business and determination of Closing Inventory and Closing Property Taxes, and to the extent consistent with and not in contravention of any policy, procedure or protocol of Seller in response to COVID-19 or any COVID-19 Measures.

(c) If Final Inventory (as finally determined pursuant to Section 2.8 below) exceeds Estimated Inventory, then Purchaser shall pay to the Company an amount equal to the difference between Final Inventory and Estimated Inventory and the Company and the Purchaser shall jointly instruct the Escrow Agent, in accordance with the terms of the Adjustment Escrow Agreement, to pay to the Company, by wire transfer of immediately available funds to such account of the Company as specified by the Company to the Escrow Agent in writing, the Adjustment Escrow Amount, less the Property Taxes Shortfall Amount (if any). If Estimated Inventory exceeds Final Inventory (the "Shortfall Amount"), then the Company and the Purchaser shall jointly instruct the Escrow Agent, in accordance with the terms of the Adjustment Escrow Agreement, to pay to (i) Purchaser, by wire transfer of immediately available funds to such account of Purchaser as specified by Purchaser to the Escrow Agent in writing, an amount equal to the Shortfall Amount, provided that such amount and any Property Taxes Shortfall Amount shall in the aggregate be capped by and shall not exceed the Adjustment Escrow Amount and (ii) the Company, by wire transfer of immediately available funds to such account of the Company as specified by the Company to the Escrow Agent in writing, an amount equal to the excess, if any, of the Adjustment Escrow Amount over the Shortfall Amount, less the Property Taxes Shortfall Amount (if any). If Estimated Property Taxes exceed the Final Property Taxes (as finally determined pursuant to Section 2.8 below), then Purchaser shall pay to Seller an amount equal to the difference between the Estimated Property Taxes and the Final Property Taxes. If the Final Property Taxes exceed the Estimated Property Taxes (the "Property Taxes Shortfall Amount"), then the Company and the Purchaser shall jointly instruct the Escrow Agent, in accordance with the terms of the Adjustment Escrow Agreement, to pay to (i) Purchaser, by wire transfer of immediately available funds to such account of Purchaser as specified by Purchaser to the Escrow Agent in writing, an amount equal to the Property Taxes Shortfall Amount, provided that such amount combined with the payment (if any) in respect of the Shortfall Amount shall in the aggregate be capped by and shall not exceed the Adjustment Escrow Amount. Any payment or delivery of joint instructions required to be made pursuant to this Section 2.7(c) shall be made or delivered within five (5) Business Days after the Company's (actual or deemed) acceptance of the Closing Inventory Statement and the Closing Property Taxes Statement, or, if applicable, within five (5) Business Days after determination and resolution of any dispute over the Closing Inventory Statement and the Closing Property Taxes Statement, in either case, as provided in Section 2.8 below. Any such amount payable by any Party pursuant to this Section 2.7(c) shall be paid in accordance with Section 2.1(b).

2.8 Disputes Concerning Adjustment.

(a) If the Company does not deliver a Dispute Notice to Purchaser within ten (10) Business Days of receiving the Closing Inventory Statement, the Company shall be deemed to have agreed with the Closing Inventory Statement and the Closing Inventory set forth on the Closing Inventory Statement shall be deemed the “Final Inventory” for purposes of this Agreement. If Seller does not deliver a Dispute Notice to Purchaser within ten (10) Business Days of receiving the Closing Property Taxes Statement, Seller shall be deemed to have agreed with the Closing Property Taxes Statement and the Closing Property Taxes set forth on the Closing Property Taxes Statement shall be deemed the “Final Property Taxes” for purposes of this Agreement.

(b) If the Company delivers a Dispute Notice to Purchaser within ten (10) Business Days of receiving the Closing Inventory Statement or the Closing Property Taxes Statement, Seller and Purchaser shall negotiate in good faith to resolve the dispute. If, after twenty (20) days from the date a Dispute Notice is given hereunder, the Company and Purchaser fail to agree on the resolution of the dispute, then the Arbitrating Accountant shall be jointly engaged as promptly as practicable to arbitrate the dispute. Within ten (10) days after the Arbitrating Accountant accepts the engagement, as evidenced by an engagement letter signed by the Arbitrating Accountant and the Parties (the date of such acceptance being referred to herein as the “Engagement Date”), Purchaser, on the one hand, and the Company, on the other hand, shall prepare and submit to the Arbitrating Accountant a written brief stating their respective positions on the disputed issue(s). Such briefs shall be submitted simultaneously by the Parties. Within ten (10) days thereafter, Purchaser, on the one hand, and the Company, on the other hand, shall prepare and submit to the Arbitrating Accountant a reply brief to the brief submitted by the other Party. Such reply briefs shall be submitted simultaneously. Within thirty (30) days after the Engagement Date, the Arbitrating Accountant shall render its final decision based solely on the materials submitted by each Party in accordance with this Section 2.8(b). When acting pursuant to this Section 2.8(b), the Arbitrating Accountant shall determine whether and to what extent, if any, Purchaser’s calculation of the Closing Inventory (as set forth in the Closing Inventory Statement) or the Closing Property Taxes (as set forth in the Closing Property Taxes Statement) requires adjustment in accordance with the terms, provisions and definitions set forth in this Agreement. The Arbitrating Accountant shall address only those issues in dispute, and may not assign a value to any item greater than the greatest value for such item claimed by a Party or less than the smallest value for such item claimed by a Party. In addition, the Arbitrating Accountant shall apportion its fees and expenses between the Company, on the one hand, and Purchaser, on the other hand, in proportion to the difference between the relative position of each Party and the Arbitrating Accountant’s ultimate determination with respect to the amount of the Closing Inventory or the Closing Property Taxes, as applicable. The decision and award of the Arbitrating Accountant, including the apportionment of its fees, shall be final and binding on the Parties and shall be subject to confirmation and entry of judgment in accordance with applicable Law. In no event shall the Arbitrating Accountant award either Party consequential, incidental, punitive or any other damages. The Closing Inventory as and if determined pursuant to the terms of this Section 2.8(b) shall be deemed the “Final Inventory” for purposes of this Agreement, and the Closing Property Taxes as and if determined pursuant to the terms of this Section 2.8(b) shall be deemed the “Final Property Taxes” for purposes of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as (a) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or (b) set forth in the Schedules delivered by the Company concurrently herewith and Sections 6.7(a) and 10.10, Seller represents and warrants to Purchaser as follows as of the date hereof and as of the Closing Date.

3.1 Organization and Qualification. Each of the Company and its Subsidiaries (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties primarily used in or primarily related to the Business and to carry on the Business as now conducted, subject to the provisions of the Bankruptcy Code, and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property primarily used in or primarily related to the Business or the conduct of the Business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.2 Authorization of Agreement. The execution, delivery, and performance of this Agreement by Seller, and the consummation by Seller of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by Seller. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly and validly executed and delivered by Seller, and, assuming this Agreement is a valid and binding obligation of Purchaser, this Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other Laws relating to or affecting creditors' rights or general principles of equity (whether considered in a proceeding in equity or at law) (the "Enforceability Exceptions").

3.3 Conflicts; Consents.

(a) Except as set forth on Schedule 3.3(a) and assuming that (y) requisite Bankruptcy Court approvals are obtained, (x) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 3.3(b) are made, given or obtained (as applicable), (y) the requirements of the HSR Act and any other applicable antitrust, competition or merger control Laws promulgated by any Governmental Body ("Foreign Competition Laws") are complied with and (z) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of the Company or any of its Subsidiaries; (ii) violate any Law applicable to the Company or any of its Subsidiaries or by which any of the Acquired Assets is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the

creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any property or asset of the Company or any of its Subsidiaries under, any Lease or Contract listed on Schedule 3.7(a); except, in each case, for any such violations, breaches, defaults or other occurrences that are not material to the Business taken as a whole.

(b) Except as set forth on Schedule 3.3(b), Seller is not required to file, seek or obtain any notice, authorization, approval, Order, permit, or consent of or with any Governmental Body in connection with the execution, delivery and performance by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby, except (i) requisite Bankruptcy Court approvals, (ii) any filings required to be made under the HSR Act and any Foreign Competition Laws, (iii) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, (iv) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, is not material to the Business taken as a whole, or (v) as may be necessary as a result of any facts or circumstances relating to Purchaser or any of its Affiliates.

3.4 Financial Statements. Attached to Schedule 3.4 are the Company’s unaudited statements of income for the Business as of June 30, 2020 for the six (6) month period then ended (the “Financial Statements”). Except as set forth on Schedule 3.4, the Financial Statements have been prepared, in each case, in conformity in all material respects with GAAP consistently applied and present fairly in all material respects, in accordance with GAAP consistently applied, the consolidated financial condition and results of operations of the Company and its Subsidiaries with respect to the Business as of the dates and for the periods referred to therein, except as may be indicated in the notes thereto and subject, in the case of the unaudited financial statements, to (y) the absence of footnote disclosures and other presentation items and (z) changes resulting from normal year-end adjustments (which are expected to be consistent with past practice).

3.5 Absence of Certain Developments. Since the date of the Financial Statements through the date of this Agreement except (a) for the negotiation and execution of this Agreement and consummation of the transactions contemplated hereby, and the discussions and negotiations with, presentations and provision of other diligence to and similar engagement with other potential bidders for the Acquired Assets, and (b) for the preparation and commencement of the Bankruptcy Case and Seller’s debtor-in-possession financing in the Bankruptcy Case, the Business has been carried on and conducted in all material respects in the Ordinary Course, and there has not been any Material Adverse Effect or any effect, change, event or occurrence that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.6 Title to Properties.

(a) Schedule 3.6(a) contains a list of all real property leased by the Company and its Subsidiaries primarily related to or primarily used in the Business (the “Leased Real Property”) and the agreements pursuant to which such Leased Real Property is leased (the “Leases”), in each case as of the date hereof. Except as set forth on Schedule 3.6(a), subject to requisite Bankruptcy Court approvals, and assumption by Seller of the applicable Lease in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, the Company or its Subsidiaries have a valid leasehold estate in all of the Acquired Leased Real Property, free and clear of all

Encumbrances, other than Permitted Encumbrances. Except as set forth in Schedule 3.6(a), neither the Company nor its Subsidiaries has leased or otherwise granted to any Person rights to use or occupy any of the Acquired Leased Real Property that would reasonably be expected to materially impair the use or occupancy of the Acquired Leased Real Property in the operation of the Business taken as a whole.

(b) Except as set forth on Schedule 3.6(b) (the “Owned Real Property”), neither the Company nor any of its Subsidiaries owns any real property that is used in connection with the Business. Except as set forth on Schedule 3.6(b), (i) the Company or its Subsidiaries have fee title to all Owned Real Property, free and clear of all Encumbrances, other than Permitted Encumbrances, (ii) neither the Company nor any of its Subsidiaries has leased or otherwise granted to any Person rights to use or occupy the Owned Real Property that would reasonably be expected to materially impair the use or occupancy of the Owned Real Property in the operation of the Business taken as a whole, and (iii) there are no outstanding options, rights of first offer or rights of first refusal to purchase the Owned Real Property. Neither the Company nor its Subsidiaries is a party to any agreement or option to purchase any real property or interest therein primarily related to the Business.

(c) Schedule 3.6(c) sets forth a correct and complete list as of the date hereof of all material Owned Real Property or Leased Real Property of Seller that are not being included in the Acquired Assets but that are used by the Business.

(d) Subject to requisite Bankruptcy Court approvals, and assumption by Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, the Company and its Subsidiaries own good title to, or hold a valid leasehold interest in, all of the material tangible property necessary in the conduct of the Business as now conducted, free and clear of all Encumbrances, except for Permitted Encumbrances, other than any failure to own or hold such tangible property that is not material to the Business taken as a whole.

3.7 Contracts.

(a) Except as set forth on Schedule 3.7(a), as of the date hereof, neither the Company nor any of its Subsidiaries is a party to any of the following primarily relating to or primarily used in the Business or the Acquired Assets (in each case, excluding any Seller Plans):

- (i) collective bargaining agreement with any labor union;
- (ii) agreement primarily related to the Business or the Acquired Assets under which the Company or one of its Subsidiaries has borrowed any money or issued any note, indenture or other evidence of similar indebtedness or guaranteed such indebtedness of others (other than intercompany indebtedness among the Company and its Subsidiaries, guarantees of indebtedness of the Company or any of its Subsidiaries, endorsements for the purpose of collection or purchases of equipment or materials made under conditional sales agreements, in each case in the Ordinary Course), in each case, having an outstanding principal amount in excess of \$1,000,000;

(iii) lease or other agreement primarily used in or primarily related to the Business or the Acquired Assets under which the Company or any of its Subsidiaries is lessee of, or holds or operates any personal property owned by any third party, for which the annual rental exceeds \$250,000 that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$250,000 or less;

(iv) lease or other agreement primarily used in or primarily related to the Business or the Acquired Assets under which the Company or any of its Subsidiaries is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rental exceeds \$250,000 that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$250,000 or less;

(v) agreement or group of related agreements with the same party for the purchase of products or services primarily used in or primarily related to the Business or the Acquired Assets, in either case, under which the aggregate undelivered balance of such products and services has a selling price in excess of \$500,000 and which is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$500,000 or less (other than purchase orders entered into in the Ordinary Course);

(vi) agreement that materially prohibits the Company or any of its Subsidiaries from freely engaging in the Business anywhere in the world;

(vii) agreement relating to any acquisition or disposition by the Company of the Business or the Acquired Assets (whether by asset or stock purchase or otherwise) or any merger, consolidation or similar business combination transaction, in each case, pursuant to which the Company has an outstanding obligation to pay any purchase price thereunder or other material obligation;

(viii) agreement that involves any take-or-pay or requirements arrangement other than in the Ordinary Course;

(ix) agreement relating to any joint venture or partnership; or

(x) agreement in writing to enter into any of the foregoing.

(b) Subject to requisite Bankruptcy Court approvals, and assumption by Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, each Contract listed on Schedule 3.7(a) and each Lease is in full force and effect and is a valid, binding and enforceable obligation of the Company and its Subsidiaries and, to the Knowledge of the Company, each of the other parties thereto, except as may be limited by the Enforceability Exceptions. Except as set forth on Schedule 3.7(b), as a result of the commencement of the Bankruptcy Case or as would not reasonably be expected to be material to the Business taken as a whole, neither the Company nor any of its Subsidiaries, as applicable, is in material default, or is alleged in writing by the counterparty thereto to have materially breached or to be in material default, under any Lease or Contract listed on Schedule 3.7(a), and, to the Knowledge of the Company, the other party to each Lease or each Contract listed on Schedule 3.7(a) is not in material default thereunder. The Company has made available to Purchaser complete and correct copies of

all Contracts required to be listed on Schedule 3.7(a) and all Leases, each as amended to the date hereof. None of the Contracts listed on Schedule 3.7(a) or any of the Leases has been canceled or otherwise terminated, and neither the Company, nor its Subsidiaries, has received any written notice from any Person regarding any such cancellation or termination. Except as listed on Schedule 3.7(a), Seller and its Subsidiaries are in material compliance with all payment terms specified in such Contracts.

3.8 Litigation. Except as set forth on Schedule 3.8 and other than the Bankruptcy Case, there are, and during the prior two (2) years there have been, no Actions pending against or by the Company or any of its Subsidiaries, at law or in equity, or before or by any Governmental Body, primarily related to the Business or the Acquired Assets, other than any Action pursuant to which no injunctive or equitable relief is sought and where the monetary damages are covered by insurance or would not reasonably be expected to be material to the Business taken as a whole. Except as set forth on Schedule 3.8 and other than in connection with the Bankruptcy Case, neither the Company nor any of its Subsidiaries is, or during the prior two (2) years has been, subject to any outstanding Order primarily related to the Business or the Acquired Assets, other than any such Order where no injunctive or equitable relief was granted and where the monetary damages were covered by insurance or were not be material to the Business taken as a whole.

3.9 Permits; Compliance with Laws. Except as set forth on Schedule 3.9:

(a) Each of the Company and its Subsidiaries holds and is in compliance, in all material respects, with all permits, certificates, licenses, approvals, registrations and authorizations that are material to the Company and its Subsidiaries taken as a whole and required in connection with the conduct of the Business under Laws (the “Permits”). All of the Permits are valid and in full force and effect.

(b) The Company and its Subsidiaries are, and have been during the prior two (2) years, in compliance, in all material respects, with all applicable Laws primarily applicable to or primarily related to the conduct or operations of the Business, and during the prior two (2) years neither the Company nor any of its Subsidiaries has received any written notice of any Action against it alleging any failure to comply in any material respect with any such Laws, except in each case as would not reasonably be expected to be material to the Business taken as a whole. No investigation by any Governmental Body with respect to the Company or any of its Subsidiaries primarily related to the conduct or operations of the Business is pending or, to the Company’s Knowledge, threatened, and during the prior two (2) years neither the Company nor any of its Subsidiaries has received any written notice of any such investigation, except, in each case, for any such investigation that would not reasonably be expected to be material to the Business taken as a whole.

3.10 Environmental Matters. Except as set forth on Schedule 3.10:

(a) The Company and each of its Subsidiaries are in compliance in all material respects with all Environmental Laws applicable to the Business, except in each case as would not reasonably be expected to be material to the Business taken as a whole;

(b) With respect to the Business, each of the Company and its Subsidiaries holds and is in compliance, in all material respects, with all material Permits required under Environmental Laws for the current ownership or operation of the Acquired Assets, except in each case as would not reasonably be expected to be material to the Business taken as a whole;

(c) With respect to the Business, neither the Company nor any of its Subsidiaries has during the prior two (2) years received unresolved written notice from any Governmental Body regarding any actual or alleged material violation of Environmental Laws except as would not reasonably be expected to be material to the Business taken as a whole;

(d) To the Knowledge of the Company, no Hazardous Substance has been released at any Owned Real Property or Leased Real Property by the Company or its Subsidiaries in violation of, and in a manner that would reasonably be expected to result in liability for the Business under, any Environmental Law, except in each case as would not reasonably be expected to be material to the Business taken as a whole; and

(e) The Company has made available to Purchaser copies of all non-privileged, material environmental audits, assessments and reports in its possession primarily relating to the Business, the Owned Real Property or the Leased Real Property prepared by a third party within the last two (2) years.

(f) This Section 3.10 contains the sole and exclusive representations and warranties of the Company and each of its Subsidiaries with respect to any environmental, health or safety matters primarily related to the Business and the Acquired Assets, including any arising under any Environmental Law or with respect to any Hazardous Substance.

3.11 Intellectual Property.

(a) Except as set forth on Schedule 3.11(a), the Company or one or more of its Subsidiaries owns the Intellectual Property included in the Acquired Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

(b) To the Knowledge of the Company, neither the Company's nor any of its Subsidiaries' respective businesses infringes, misappropriates or otherwise violates any Intellectual Property of any other Person in connection with the conduct or operation of the Business, except where such infringement, misappropriation or violation is not material to the Business taken as a whole.

(c) To the Knowledge of the Company, no third party infringes, misappropriates or otherwise violates any Intellectual Property included in the Acquired Assets, except where such infringement, misappropriation or violation is not material to the Business taken as a whole. The Company and its Subsidiaries have used efforts that are reasonable under the circumstances to maintain the secrecy of their material trade secrets included in the Acquired Assets, except where such failure to maintain such material trade secrets would not be material to the Business taken as a whole.

(d) To the Knowledge of the Company, all of the issued patents and registered trademarks that are material to the Business and included in the Acquired Assets are valid,

subsisting and enforceable. Except for office actions issued in the ordinary course of prosecution by the United States Patent and Trademark Office, during the prior two (2) years, no claim by any third party contesting the validity or enforceability of any of the material Intellectual Property included in the Acquired Assets has been made or has been threatened against the Company or any of its Subsidiaries, in each case in writing.

(e) This Section 3.11 contains the sole and exclusive representations and warranties of the Company with respect to Intellectual Property.

3.12 Tax Matters. (a) All material Tax Returns required to be filed under applicable Law by Seller or any of its Affiliates with respect to the Acquired Assets have been timely filed and such Tax Returns are complete in all material respects, (b) all material Taxes payable by Seller or any of its Affiliates with respect to the Acquired Assets (whether or not shown to be due on such Tax Returns) have been paid, except to the extent nonpayment of which is permitted or required by the Bankruptcy Code, (c) no claims have been asserted in writing against Seller or any of its Affiliates by any Governmental Body with respect to any such Taxes and (d) there are no Encumbrances for Taxes (other than any Encumbrance for Taxes that is a Permitted Encumbrance) on any of the Acquired Assets. The representations and warranties in this Section 3.12 and in Section 3.13 are the sole and exclusive representations and warranties of Seller relating to Taxes. No representation or warranty is made in this Agreement with respect to (i) the amount, sufficiency or usability of any Tax basis or other Tax attribute with respect to the Acquired Assets or otherwise or (ii) the availability of any Tax position in any taxable period (or portion thereof) beginning after the Closing.

3.13 Seller Plans.

(a) Except as set forth on Schedule 3.13(a), and other than any “multiemployer plan” as defined in Section 3(37) of ERISA (the “Multiemployer Plans”), neither the Company nor any of its Subsidiaries maintains or contributes to any (i) nonqualified deferred compensation or retirement plans, (ii) qualified “defined contribution plans” (as such term is defined under Section 3(34) of ERISA), (iii) qualified “defined benefit plans” (as such term is defined under Section 3(35) of ERISA) (the plans set forth in clauses (ii) and (iii) are collectively referred to herein as the “Pension Plans”), (iv) “welfare benefit plans” (as such term is defined under Section 3(1) of ERISA) (the “Welfare Plans”) or (v) severance, incentive or bonus, stock purchase, stock option or equity incentive or any other material employee benefit plans, programs or arrangements, in each case, sponsored or maintained by the Company or any of its Subsidiaries for the benefit of the Employees (collectively, the “Seller Plans”).

(b) Each Seller Plan that is a Pension Plan that is intended to meet the requirements of a “qualified plan” under Section 401(a) of the Code has either (i) received a favorable determination letter from the Internal Revenue Service or (ii) may rely on a favorable opinion letter issued by the Internal Revenue Service.

(c) The Seller Plans comply in form and in operation in all material respects with their terms and applicable Laws, including the requirements of the Code and ERISA, except as would not reasonably be expected to be material to the Business taken as a whole.

(d) With respect to the Seller Plans and except as would not reasonably be expected to be material to the Business taken as a whole: (i) all material contributions required to be made by the Company or any of its Subsidiaries have been made or properly accrued; (ii) there are no Actions pending or, to the Company's Knowledge, overtly threatened other than routine claims for benefits; and (iii) to the Company's Knowledge, there have been no "prohibited transactions" (as that term is defined in Section 406 of ERISA or Section 4975 of the Code).

(e) Except as set forth on Schedule 3.13(e), neither the Company nor any of its Subsidiaries contributes to any Multiemployer Plan that is subject to Title IV of ERISA and Section 412 of the Code for the benefit of any Employees.

(f) None of the Seller Plans that are Welfare Plans obligates the Company or its Subsidiaries to provide an Employee (or any dependent thereof) any material life insurance or medical or health benefits after his or her termination of employment with the Company or any of its Subsidiaries, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar state or local Law.

3.14 Employees. Except as set forth on Schedule 3.14:

(a) The Company and its Subsidiaries are in compliance in all material respects with all applicable Laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, layoffs and immigration compliance, in each case primarily related to or primarily involving the Business, except for such non-compliance that is not material to the Business taken as a whole. There are no administrative charges or court complaints pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries primarily related to or primarily involving the Business before the U.S. Equal Employment Opportunity Commission or any other Governmental Body concerning alleged employment discrimination or any other matters relating to the employment of labor, in each case, that would reasonably be expected to be material to the Business taken as a whole.

(b) There is no unfair labor practice charge or complaint pending or, to the Company's Knowledge, threatened against the Company primarily related to or primarily involving the Business before the National Labor Relations Board or any similar Governmental Body. To the Knowledge of the Company, during the prior two (2) years, the Company has not experienced any union organizing or decertification activities, work stoppage, slowdowns or other material labor disputes primarily related to or primarily involving the Business, and, to the Knowledge of the Company, no such activities or disputes are underway or threatened.

3.15 Affiliate Transactions. Except as set forth on Schedule 3.15, to the Knowledge of the Company, no Affiliate of the Company (other than Seller or any of its Subsidiaries), or any officer or director of the Company or any of its Subsidiaries currently (a) is a party to any agreement or transaction with the Company or its Subsidiaries primarily involving the Business having a potential or actual value or a contingent or actual liability exceeding \$250,000, other than (i) loans and other extensions of credit to directors and officers of the Company and its Subsidiaries for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course, (ii) employment arrangements in the Ordinary Course and (iii) the Seller Plans, (b) has any material ownership interest in any material property used by the Company or its Subsidiaries

primarily in connection with the Business or (c) owns any material interest in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as a material supplier or customer of the Business.

3.16 Brokers. Except as set forth on Schedule 3.16, there is no investment banker, broker, finder or other such intermediary that has been retained by, or has been authorized to act on behalf of, the Company or any of its Subsidiaries in respect of the Business and is entitled to a fee or commission in connection with the transactions contemplated by this Agreement from the Company or any of its Subsidiaries.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company as follows as of the date hereof and as of the Closing Date.

4.1 Organization and Qualification. Purchaser (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted, and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby.

4.2 Authorization of Agreement. The execution, delivery and performance of the Transaction Documents by Purchaser, and the consummation by Purchaser of the transactions contemplated thereby, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of the Transaction Documents by Purchaser. This Agreement has been, and the other Transaction Documents will be, duly and validly executed and delivered by Purchaser, and, assuming this Agreement is a valid and binding obligation of Seller, this Agreement constitutes, and each other Transaction Document will constitute, a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Except as set forth on Schedule 4.3(a) and assuming that (y) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3(b) are made, given or obtained (as applicable), and (z) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of Purchaser; (ii) violate any Law applicable to Purchaser or by which

any property or asset of Purchaser is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance on any property or asset of Purchaser under, any Lease or Contract; except, in each case, for any such violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby, except (i) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, or (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

4.4 Financing. Purchaser has as of the date hereof, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with the transactions contemplated by this Agreement. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and the related Assumed Liabilities. As of the date hereof, Purchaser has provided Seller with a true, correct and complete copy of the Equity Commitment Letter, which has been duly authorized and executed by Purchaser and the other signatories thereto, and constitutes the legal, valid and binding obligation of the Purchaser and the other parties thereto enforceable by Purchaser against each such other party in accordance with its terms.

4.5 Brokers. There is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.6 No Litigation. There are no Actions pending or, to Purchaser’s knowledge, threatened against or affecting Purchaser that will adversely affect Purchaser’s performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

4.7 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management or board of directors (or applicable governing body) of the Company or its Subsidiaries, any holder of equity or debt securities of the Company or its Subsidiaries, or any lender or creditor of the Company or its Subsidiaries, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the other transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of the Company to entertain, negotiate or participate in any such transactions.

4.8 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, Seller acknowledges that neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to Seller by Purchaser.

4.9 No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the representations and warranties made by Seller to Purchaser in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the “Express Representations”) are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser and the Purchaser Group may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) with respect to the completeness or accuracy of, or any omission to state or to disclose, any information, including in the Projections, the confidential information presentation prepared by Piper Sandler & Co. (the “Information Presentation”), in that certain datasite administered by Donnelley Financial Solutions (the “Dataroom”), any Projections or in any meetings, calls or correspondence with management of the Company and its Subsidiaries or any other Person on behalf of the Business or the Company, its Subsidiaries or any of their respective Affiliates or Advisors and (b) the historical, current or future business, financial condition, results of operations, assets, liabilities, properties, contracts, or prospects of the Business or the Company or any of its Subsidiaries, or the quality, quantity or condition of the Business’s or the Company’s or its Subsidiaries’ assets, in each case, are specifically disclaimed by Seller, and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of the Business, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of the Purchaser Group’s own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, the Information Presentation, any Projections or any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or the Company, its Subsidiaries or any of their respective Affiliates or Advisors, or any failure of any of the foregoing to disclose or contain any information, except to the extent express set forth in the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations).

ARTICLE V

BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) The bidding procedures to be utilized with respect to this Agreement shall be those approved in the Bidding Procedures Order. Purchaser agrees and acknowledges that Seller, including through its representatives, is and may continue soliciting inquiries, proposals, or offers from third parties in connection with any Alternative Transaction subject to the terms and conditions of the Bidding Procedures Order.

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, the Company shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(c) Purchaser shall promptly take all actions as are reasonably requested by the Company to assist in obtaining the Bankruptcy Court's entry of the Sale Order or any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and Advisors of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(d) Each of the Company and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement or the Sale Order and (ii) keep the other reasonably apprised of the status of material matters related thereto, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Seller from the Bankruptcy Court or any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement or the Sale Order.

(e) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated, including pursuant to Sections 8.1(k) or 8.1(d). If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder prior to the termination of this Agreement, the Backup Bidder will be deemed to have the new prevailing bid, and the Company may consummate the transactions contemplated by this Agreement on the

terms and conditions set forth in this Agreement as such terms may have been improved upon in the Auction.

(f) The Company and Purchaser acknowledge that this Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court approval. The Company and Purchaser acknowledge that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about the Company to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction. The bidding procedures to be employed with respect to this Agreement and any Auction shall be those approved in the Bidding Procedures Order.

(g) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Seller and its Affiliates and Advisors are and may continue soliciting inquiries, proposals, or offers for the Acquired Assets in connection with any Alternative Transaction.

(h) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assigned Contracts. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information, and other documents or information for filing with the Bankruptcy Court and making Purchaser's Advisors available to testify before the Bankruptcy Court.

(i) Nothing in this Section 5.1 shall prevent Seller from modifying the bidding procedures as necessary or appropriate to maximize value for Seller's estate in accordance with Seller's fiduciary obligations.

5.2 Bid Protections and Break-Up Fee.

(a) Certain Bid Protections, including the Break-Up Fee, have been approved in the Bidding Procedures Order.

(b) The Break-Up Fee shall be due and payable to Purchaser upon closing of an Alternative Transaction. In any Alternative Transaction, Seller shall make arrangements to have the Break-Up Fee paid directly to Purchaser, in cash, at such closing. Notwithstanding anything in this Agreement to the contrary, (i) Purchaser's right to the Break-Up Fee in accordance with the terms of hereof shall be the sole and exclusive remedy of Purchaser and its Affiliates against Seller or any of its Affiliates or any of their respective members, partners, officers, managers or representatives for any and all losses that may be suffered based upon, resulting from or arising out of Seller's failure to consummate the transactions contemplated by this Agreement, and (ii) upon Purchaser's receipt of the Break-Up Fee, neither Seller nor any of its Affiliates nor any of their respective members, partners, officers, managers or representatives shall have any further liability or obligation relating to or arising out of the circumstances giving rise to Purchaser's right

to receive the Break-Up Fee or otherwise under this Agreement or any other agreement, document or instrument contemplated hereby.

5.3 Cure Costs. Subject to entry of the Sale Order, Purchaser shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5, on or prior to the date of such assignment), pay the Cure Costs and cure any and all other defaults and breaches under the Transferred Contracts and Assumed Leases so that such Contracts may be assumed by Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code and this Agreement.

5.4 Sale Order. The Sale Order must be reasonably acceptable to Purchaser in all material respects and shall, among other things, (a) approve, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Seller of its obligations under this Agreement; (b) authorize and empower Seller to assume and assign to Purchaser the Assigned Contracts; (c) find that Purchaser is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to Seller, and grant Purchaser the protections of section 363(m) of the Bankruptcy Code; (d) find that Purchaser shall have no Liability or responsibility for any Liability or other obligation of Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (e) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assigned Contracts; and (f) find that Purchaser shall have no Liability for any Excluded Liability. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Company to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.

5.5 Approval. Seller’s obligations under this Agreement and in connection with the transactions contemplated hereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Bidding Procedures Order and the Sale Order). Nothing in this Agreement shall require the Company or its Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Seller. Until the earlier of the termination of this Agreement and the Closing, except (w) for any limitations on operations imposed by the Bankruptcy Court or

the Bankruptcy Code or the Seller's debtor-in-possession financing, (x) as required by applicable Law, (y) as otherwise required by or reasonably necessary to carry out the terms of this Agreement or as set forth on Schedule 6.1 or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall conduct the Business only in the Ordinary Course and shall not with respect to the Business or the Acquired Assets:

(a) terminate (other than by expiration), or amend or modify (other than by automatic extension or renewal and including with respect to payment provisions) in any material respect, the terms of any Assigned Contract;

(b) issue any notes, bonds or other debt securities, or otherwise incur any indebtedness for borrowed money or otherwise become liable for any such indebtedness of any other Person, in each case, other than Excluded Liabilities;

(c) settle or compromise any pending or threatened Action that could give rise to liabilities that are not Excluded Liabilities;

(d) sell, assign, license, transfer, convey, lease, surrender, relinquish or otherwise dispose of any material portion of the Acquired Assets, other than (i) sales of Inventory in the Ordinary Course, (ii) licenses of Intellectual Property granted on a non-exclusive basis, (iii) the expiration of Intellectual Property at the end of the governing terms thereof or abandonment or lapse of Intellectual Property that is not material, or (iv) pursuant to existing Contracts;

(e) subject any portion of the Acquired Assets that is material to the Business taken as a whole to any Encumbrance, except for Permitted Encumbrances;

(f) change or modify any material accounting practice, policy or procedure, except as required by GAAP or applicable Law;

(g) enter into any commitment for capital expenditures or otherwise make any capital expenditures in excess of \$250,000, except to the extent permitted under the terms of Seller's debtor-in-possession financing;

(h) fail to use reasonable efforts consistent with Seller's practices immediately prior to the date of this Agreement to pay any accounts payable and trade payables of vendors providing services or supplies used, in whole or in part, by the Business, including, for the avoidance of doubt, accounts payable and trade payables for all Cementing Vendors accrued subsequent to the filing of the Bankruptcy Case;

(i) modify or change, in any material manner, including with respect to any discounts given or collections practices followed, in which Seller collects accounts receivable owed by any customer of the Business, unless consistent with the practice followed by Seller immediately prior to the date of this Agreement;

(j) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions; or

(k) fail to use reasonable efforts consistent with Seller's practices immediately prior to the date of this Agreement to maintain relations with Seller's vendors, including with respect to Fritz Industries, Inc.

Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the Business prior to the Closing. Notwithstanding anything herein to the contrary, nothing herein shall prevent Seller or the Business from taking or failing to take any action, including the establishment of any policy, procedure or protocol, in response to COVID-19 or any COVID-19 Measures, and no such actions or inactions shall be deemed to violate or breach this Agreement in any way, be deemed to constitute any action taken outside of the Ordinary Course or serve as a basis for Purchaser to terminate this Agreement or assert that any of the conditions to the Closing contained herein have not been satisfied.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), the Company (in its discretion) will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours to the books and records of the Company and its Subsidiaries to the extent primarily related to the Business, in order for Purchaser and its authorized Advisors to access such information regarding the Company and its Subsidiaries to the extent primarily related to the Business as Purchaser reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement; provided that (i) such access does not unreasonably interfere with the normal operations of the Business or the Company and its Subsidiaries, (ii) such access will occur in such a manner as the Company reasonably determines to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for access will be directed to Aaron James or such other Person(s) as the Company may designate in writing from time to time, (iv) such access shall occur only if permitted by and only in a manner consistent with and not in contravention of any policy, procedure or protocol of Seller or the Business in response to COVID-19 or any COVID-19 Measures, (v) Purchaser shall not be permitted to conduct any environmental testing, sampling or other invasive investigation at any Owned Real Property or Leased Real Property unless, (A) a Phase I environmental site assessment identifies a "recognized environmental condition" on a parcel of Acquired Owned Real Property or Acquired Leased Real Property requiring further on-site investigation or sampling and the nature of such recognized environmental condition lends itself to targeted on-site investigation or sampling, (B) a copy of such Phase I environmental site assessment is provided to Seller and (C) Seller provides its prior written consent, not to be unreasonably withheld (it being acknowledged and agreed that it shall not be unreasonable for Seller to withhold consent regarding any Acquired Leased Real Property for which the consent of a third party would also be required), and (vi) nothing herein will require Seller to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to the Business or the Company or any of its Subsidiaries if the transactions contemplated by this Agreement are not consummated, (B) would require the Company or any of its Subsidiaries to disclose any financial or proprietary information of or regarding the Affiliates of the Company (other than the Subsidiaries of the Company) or otherwise disclose information regarding the Affiliates of the Company (other than the Subsidiaries of the Company) that the Company deems to be commercially sensitive, (C) would waive any legal privilege or (D) would be in violation of applicable Laws (including the HSR Act

and Foreign Competition Laws) or the provisions of any agreement to which the Company or any of its Subsidiaries is bound or would violate any fiduciary duty; provided that, in the event that the Company withholds access or information in reliance on the foregoing clause (C) or (D), the Company shall provide (to the extent possible without waiving or violating the applicable legal privilege or Law) notice to Purchaser that such access or information is being so withheld and shall use commercially reasonable efforts to provide such access or information in a way that would not risk waiver of such legal privilege or applicable Law.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of effecting the transactions contemplated hereby, and will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary therein. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. The Company does not make any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) From and after the Closing for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), Purchaser will provide Seller and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings, and other documents (for the purpose of examining and copying) relating to the Acquired Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of Purchaser (including for the purpose of better understanding the books and records); provided, however, that any such access will be permitted only to the extent consistent with and not in contravention of any policy, procedure or protocol of Seller or the Business in response to COVID-19 or any COVID-19 Measures. Unless otherwise consented to in writing by the Company, Purchaser will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to the Company such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Seller with reasonable assistance, support and cooperation with Seller's wind-down and related activities (*e.g.*, helping to locate documents or information related to preparation of Tax Returns or prosecution or processing of insurance/benefit claims).

(d) Except as otherwise expressly provided in Section 6.2(e), Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of the Business or the Company or its Subsidiaries prior to the Closing with respect to the Business or the Company, its Subsidiaries, their business or the transactions contemplated by this Agreement without the prior written consent of the Company for each such contact.

(e) Notwithstanding the foregoing, Seller hereby consents to Purchaser contacting and interviewing, for due diligence purposes, the Persons listed on Schedule 6.2(e) (the “Customer & Vendor List”), prior to Closing on the terms set forth in this Section 6.2(e). The Customer & Vendor List shall include the Cementing Vendors and a maximum of twenty (20) customers. The purpose of Purchaser’s contact in respect of each listed customer shall be to inform such customer of Purchaser’s intent to continue the Business and the relationship and Contract with such customer. The purpose of Purchaser’s contact with each Cementing Vendor shall be to ensure the relationship with such Cementing Vendor is positive. Purchaser shall be permitted to contact the Persons on the Customer & Vendor List according to the following procedures: (i) unless waived by Seller, Purchaser must give Seller at least one (1) Business Day notice prior to contacting any Person on the Customer & Vendor List; (ii) Purchaser may contact a Person on the Customer & Vendor List only by email or by telephone; (iii) if Purchaser contacts a Person on the Customer & Vendor List by email, Purchaser must give Seller a reasonable opportunity to review and comment on such email, incorporate any reasonable comments from Seller, and keep Aaron James copied on any email to such Person; (iv) if Purchaser contacts a Person on the Customer & Vendor List by telephone, Purchaser must give Seller a reasonable opportunity to review and comment on an outline of the proposed conversation, incorporate any reasonable comments from Seller, not materially deviate from the agreed conversation outline, and not maintain any telephone contact with such Person unless Aaron James or any other Person designated by Aaron James is also on the telephone call; (v) unless otherwise waived by Seller, under no circumstances may any contact, correspondence or conversation with a Person on the Customer & Vendor List exceed the scope set forth in this Section 6.2(e); and (vi) prior to such time as Purchaser becomes the Successful Bidder, Purchaser shall explain to each Person on the Customer & Vendor List that Purchaser contacts that the consummation of the transactions contemplated hereby is subject to the Auction and Purchaser being the Successful Bidder, and that it is possible that another Person may be selected as the Successful Bidder. Notwithstanding the foregoing, Purchaser may not disclose any Confidential Information (as defined in the Confidentiality Agreement) to any Person on the Customer & Vendor List except as otherwise expressly permitted under the Confidentiality Agreement.

6.3 Employee Matters.

(a) Purchaser shall extend to those employees of the Business set forth on Schedule 6.3(a) (the “Employees”), an offer of employment in a position that is comparable to such Employee’s position immediately prior to the Closing (including level of responsibility, primary location of employment, and authority) on the terms set forth in this Section 6.3 (“Transfer Offer”) that, if accepted, shall become effective immediately upon the Closing. Employees who accept such Transfer Offers and begin employment with Purchaser in accordance with this Section 6.3(a) shall be referred to herein as “Transferred Employees.” Nothing herein shall be construed as a representation or guarantee by Seller or any of its Affiliates that any or all of the Employees will accept the offer of employment from Purchaser or will continue in employment with Purchaser following the Closing. Purchaser shall carry out all actions necessary under applicable Law to effect the transfer of employment to it of each such Transferred Employee who has accepted that offer. Effective as of the Closing, each Transferred Employee shall cease to be an employee of Seller and its Affiliates and shall cease to be an active participant in any Seller Plan. Seller intends that for purposes of any Seller Plan providing severance or termination benefits, or any comparable plan, program, policy, agreement or arrangement of Seller or any of

its Affiliates, the transactions contemplated by this Agreement shall not constitute a termination of employment of any Transferred Employee prior to or upon the consummation of such transactions.

(b) For a period of one (1) year from and after the Closing Date, Purchaser shall provide each Transferred Employee with (i) base compensation/wage rate that is no lower than that provided to such Transferred Employee as of the date hereof; (ii) short-term cash bonus opportunity that is no less favorable than that provided to such Transferred Employee as of the date hereof; and (iii) other employee benefits (other than equity incentive, retention or change in control arrangements) that are substantially comparable in the aggregate to those provided under the Seller Plans as of the date hereof. For purposes of eligibility, determining level of benefits, vacation and paid time off accrual, and vesting (other than vesting of future equity awards) under the benefit plans and programs maintained by Purchaser or any of its Affiliates and providing compensation or benefits to Transferred Employees after the Closing Date (the “Purchaser Plans”), each Transferred Employee shall be credited with his or her years of service with Seller and its Affiliates before the Closing Date, except to the extent such credit would result in a duplication of benefits.

(c) Without limiting the generality of any other provision of this Agreement: (i) each Transferred Employee shall be immediately eligible to participate, without any waiting time, in any and all Purchaser Plans; (ii) for purposes of each Purchaser Plan providing welfare benefits, Purchaser shall cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were applicable under the corresponding Seller Plans); and (iii) Purchaser shall cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents under the Seller Plan providing medical, dental, hospital, pharmaceutical, or vision benefits during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Transferred Employee and his or her covered dependents for the applicable plan year of each comparable Purchaser Plan.

(d) Without limiting the generality of any other provision of this Agreement, as soon as reasonably practicable on or after the Closing Date, Purchaser shall have in effect, and shall permit the Transferred Employees to participate in, one or more defined contribution plans that include a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (and a related trust exempt from tax under Section 501(a) of the Code) (as applicable, the “Purchaser 401(k) Plan”). Purchaser shall cause the Purchaser 401(k) Plan to accept a “direct rollover” to such Purchaser 401(k) Plan of the account balances of each Transferred Employee (including promissory notes evidencing outstanding loans) under any Seller Plan that is a 401(k) plan, if such direct rollover is elected in accordance with applicable Law by such Transferred Employee.

(e) Purchaser shall assume all Liabilities and obligations related to, and honor, all vacation days and other paid-time-off accrued or earned, but not yet taken, by each Transferred Employee as of the Closing Date. If such vacation days or other paid time off is required by applicable Law to be paid by Seller upon the Closing, Purchaser shall reimburse Seller for any such Liabilities. Purchaser shall assume all Liabilities associated with relocating [REDACTED]

and [REDACTED] up to an aggregate maximum of \$ [REDACTED], and shall reimburse Seller to the extent Seller or its Affiliates pays any such expenses.

(f) Purchaser and its Affiliates shall be responsible for compliance with the requirements of Section 4980B of the Code and the rules and regulations thereunder with respect to all individuals who are “M&A qualified beneficiaries” as such term is defined in Treasury Regulation Section 54.4980B-9.

(g) The provisions of this Section 6.3 are for the sole benefit of the Parties to this Agreement and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any Employees or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied shall be construed to establish, amend, or modify any benefit or compensation plan, program, agreement or arrangement.

(h) Purchaser will, or will cause its Affiliates to, provide any required notice under the federal Worker Adjustment and Retraining Notification Act of 1988 or any similar Law (collectively, the “WARN Act”) and to otherwise comply with the WARN Act with respect to any “plant closing” or “mass layoff” (as defined in the WARN Act) or group termination or similar event affecting Employees (including as a result of the consummation of transactions contemplated by this Agreement) occurring from and after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would cause any termination of employment of any Employees by Seller or its Affiliates occurring prior to the Closing to constitute a “plant closing,” “mass layoff” or group termination or similar event under the WARN Act, or to create any Liability or penalty to Seller or any of its Affiliates for any employment terminations under Law.

6.4 Regulatory Approvals.

(a) Subject to Section 6.5, the Company will (i) make or cause to be made all filings and submissions required to be made by the Company or its Subsidiaries under any applicable Laws for the consummation of the transactions contemplated by this Agreement set forth on Schedule 6.4, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with the foregoing and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the transactions contemplated by this Agreement, (ii) cooperate with the Company in exchanging such information and providing such assistance as the Company may reasonably request in connection with all of the foregoing, and (iii) (A) supply promptly any additional information and

documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

6.5 Antitrust Notification.

(a) The Company and Purchaser will, as promptly as practicable (and in the case of the HSR Act filing, and only to the extent necessary, no later than ten (10) Business Days) following the date hereof, (i) file with the United States Federal Trade Commission and the United States Department of Justice, the notification form required pursuant to the HSR Act for the transactions contemplated by this Agreement, which form will specifically request early termination of the waiting period prescribed by the HSR Act and (ii) make all notifications, filings, registrations or other materials required or necessary under the Foreign Competition Laws set forth on Schedule 6.5(a). Each of the Company and Purchaser will (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act or such Foreign Competition Laws and will provide any supplemental information requested by any Governmental Body as promptly as practicable. Purchaser will use all reasonable best efforts to comply as promptly as practicable with any requests made for any additional information in connection with such filings, including a request for additional information or documentary material issued pursuant to the HSR Act regulations (*i.e.*, a "second request"). Purchaser will be responsible for all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, the Company and Purchaser will use their reasonable best efforts to promptly obtain any clearance required under the HSR Act or such Foreign Competition Laws for the consummation of this Agreement and the transactions contemplated hereby and will keep each other apprised of the status of any substantive communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser will take, and will cause its Affiliates to take, any and all steps necessary to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Body or any other Person so as to enable the Parties to expeditiously close the transactions contemplated by this Agreement, including (i) opposing any motion or action for a temporary, preliminary or permanent injunction or Order against or preventing or delaying the consummation of the transactions contemplated by this Agreement, (ii) entering into a consent decree, consent agreement or other agreement or arrangement containing Purchaser's agreement to hold separate, license, sell or divest (pursuant to such terms as may be required by any Governmental Body) such assets or businesses of Purchaser and its Affiliates after the Closing (including entering into customary ancillary agreements relating to any such sale, divestiture, licensing or disposition of such assets or businesses), and (iii) agreeing to such limitations on conduct or actions of members of Purchaser and its Affiliates after the Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 7.1(a) prior to the Outside Date.

(c) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite the identification and resolution of any issues arising under the HSR Act or such Foreign Competition Laws at the earliest practicable dates. Such reasonable best efforts and cooperation include counsel's undertaking (i)

to keep each other appropriately informed of communications from and to personnel of the reviewing Governmental Bodies and (ii) to confer with each other regarding appropriate contacts with and response to personnel of such Governmental Bodies and the content of any such contacts or presentations. Neither the Company nor Purchaser will participate in any substantive meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or other inquiry without giving the other Party prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body and reasonably practicable, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Purchaser or the Company, will be limited to outside antitrust counsel only). The Company will have the right to review (subject to appropriate redactions for confidentiality and attorney-client privilege concerns) and approve the content of any presentations, white papers or other written materials to be submitted to any Governmental Body in advance of any such submission.

(d) Purchaser will not, and will not permit any member of the Purchaser Group or their respective Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any permits, Orders or other approvals of any Governmental Body necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Body entering an Order prohibiting the consummation of the transactions contemplated by this Agreement or (iii) delay the consummation of the transactions contemplated by this Agreement.

6.6 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement provisions hereof, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper, advisable or permitted under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder. The “reasonable best efforts” of the Company will not require the Company or any of its Subsidiaries, Affiliates or Advisors to expend any money, to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of the Company pursuant to this Agreement, including this Section 6.6, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), Seller’s use of cash collateral or debtor-in-possession financing, and Seller’s obligations as a debtor-in-possession to comply with any Order of the Bankruptcy Court (including the Sale Order) and Seller’s duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

(c) Subject to any limitations on operations imposed by the Bankruptcy Court, the Bankruptcy Code or Seller's debtor-in-possession financing or applicable Law, after Closing, Seller shall use its reasonable efforts, and shall cause its Affiliates to use reasonable efforts, to maintain ongoing relationships as of immediately prior to the date of this Agreement in respect of any former customer, vendor or supplier of the Business.

6.7 Notification of Certain Matters.

(a) The Company will promptly notify Purchaser of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body related to or in connection with the transactions contemplated by this Agreement; and (iii) promptly upon discovery thereof, any variances from, or the existence or occurrence of any event, fact or circumstance arising after the execution of this Agreement that would reasonably be expected to cause, any of the representations and warranties contained in Article III to be untrue or inaccurate such that the condition set forth in Section 7.2(b) not to be satisfied. If the subject matter of any such notification required by the previous sentence requires any change in the Schedules, the Company shall deliver to Purchaser prior to the Closing a supplement to such Schedule (the "Updated Schedules") with such change; provided that in no event will any Updated Schedule serve to amend, supplement or modify the Schedules for purposes of Section 7.2(b); provided further that if the Closing occurs, the Updated Schedules will be considered and deemed to be part of the Schedules for all purposes under this Agreement, and each reference in this Agreement to a particular Schedule will mean such Schedule in, or as updated by, the Updated Schedules.

(b) Purchaser will promptly notify the Company of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body related to or in connection with the transactions contemplated by this Agreement; (iii) any Actions relating to or involving or otherwise affecting Purchaser or its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.6 or that relate to the transactions contemplated by this Agreement; and (iv) any breach or inaccuracy of any representation or warranty contained in this Agreement at any time during the term hereof that could reasonably be expected to cause the conditions set forth in Article VII not to be satisfied; provided that the delivery of any notice pursuant to this Section 6.7(b) will not limit the remedies available to Seller under or with respect to this Agreement.

6.8 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

6.9 Insurance Matters. Purchaser acknowledges that, unless otherwise expressly set forth in this Agreement, upon Closing, all insurance coverage provided in relation to the Business and the Acquired Assets that is maintained by Seller or its Affiliates (whether such policies are

maintained with third party insurers or with Seller or its Affiliates) shall cease to provide any coverage to Purchaser and the Acquired Assets and no further coverage shall be available to Purchaser or the Acquired Assets under any such policies.

6.10 Receipt of Misdirected Assets. From and after the Closing, if Seller or any of its Affiliates receives any right, property or asset that is an Acquired Asset, Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the Company, and such right, property or asset will be deemed the property of the Company held in trust by Purchaser for the Company until so transferred.

6.11 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, Liabilities, properties, Contracts and prospects of the Company and its Subsidiaries, the Business, the Acquired Assets and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser and the Purchaser Group have relied solely on the results of the Purchaser Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, the Information Presentation, or the Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except to the extent expressly set forth in the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser or any member of the Purchaser Group may rely in connection with the transactions contemplated by this Agreement; and (ii) (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (1) with respect to the completeness or accuracy of, or any omission to state or to disclose, any information including in the Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of the Company and its Subsidiaries, any of the Seller Parties or any other Person on behalf of the Business or the Company, its Subsidiaries or any of the Seller Parties or any of their respective Affiliates or Advisors and (2) the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, or prospects of the Business or the Company or any of its Subsidiaries, or the quality, quantity or condition of the Business's or the Company's or its Subsidiaries' assets, in each case,

are specifically disclaimed by the Company, on its behalf and on behalf of the Seller Parties, and Seller. Purchaser, on its own behalf and on behalf of the Purchaser Group: (x) disclaims reliance on the items in clause (ii) in the immediately preceding sentence and (y) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company, nor any other Person (including the Seller Parties), has made, is making or is authorized to make, and Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby waives, all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (A) any potentially material information regarding the Business or the Company, its Subsidiaries or any of their respective assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities) or operations and (B) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Business or the Company's or its Subsidiaries' business, operations, assets, Liabilities, prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group of the Company and its Subsidiaries, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of the Company, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "Projections"). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of the Business and the Company and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.11, including any such Action with respect to the distribution to Purchaser or any member of the Purchaser Group, or Purchaser's or any member of the Purchaser Group's use, of the information, statements, disclosures or materials in the Information Presentation, the Dataroom or Projections or any other information, statements, disclosures, or materials, in each case whether written or oral, provided by them or any other Seller Party or any failure of any of the foregoing to disclose any information.

(d) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the covenants and agreements contained in this Section 6.11 (i) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 6.11, Seller would not enter into this Agreement.

6.12 Mixed-Use Contracts. Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts (which shall not include the making of any payment or giving of any other consideration) to cooperate with Purchaser to separate the Mixed-Use Contracts into separate contracts with the applicable counterparty, one (or more) of such contracts with terms and conditions that are related solely to the Business (“Transferred Mixed-Use Contract”), and one or more of such contracts that relate to the other businesses of Seller or its Affiliates (“Retained Mixed-Use Contract”); provided, that Seller and its Affiliates shall not be obligated to agree to terms and conditions related to a Retained Mixed-Use Contracts that are less favorable than those terms and conditions that existed prior to such separation in respect of the other businesses of Seller or its Affiliates; and provided further, that Seller and its Affiliates shall not be obligated to take any actions or efforts to cause the terms and conditions of any Transferred Mixed-Use Contract to be better than those terms and conditions that existed in respect of the Business prior to such separation. If a Mixed-Use Contract is separated prior to Closing, the Transferred Mixed-Use Contract shall be an Assigned Contract and the Retained Mixed-Use Contract shall be an Excluded Contract. In the event that any Mixed-Use Contract is not separated prior to the Closing, Seller and Purchaser shall: (a) cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of Seller’s rights and obligations with respect to any such Mixed-Use Contract solely with respect to the terms and conditions of such Mixed-Use Contract that primarily relate to the Business, under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Seller or its Affiliates) under such Mixed-Use Contract to the extent primarily related to the Business and (ii) Purchaser shall assume any related burden and obligation (including performance) with respect to such Mixed-Use Contract to the extent primarily related to the Business; (b) use reasonable efforts to obtain the counterparty’s consent to permit Purchaser to continue to perform work under such Mixed-Use Contract; and (c) at Purchaser’s option, Seller and Purchaser shall use reasonable efforts to cause any such Mixed-Use Contract to be transferred and assigned to Purchaser as soon as is reasonably practicable as determined in Seller’s sole discretion (taking into account any obligations or rights of Seller’s retained businesses related to such Mixed-Use Contract) in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code. In furtherance of the foregoing, Seller shall not, before or after Closing, transfer or assign a Mixed-Use Contract to any other party, unless and until (x) such Mixed-Use Contract becomes a Transferred Mixed-Use Contract, (y) such Mixed-Use Contract is transferred and assigned to Purchaser (or its Affiliates) (z) or Purchaser (or its Affiliates) enters into a new Contract with the counterparty under such Mixed-Use Contract; provided, that Purchaser shall act in good faith and cooperate with Seller in effectuating one of the foregoing actions described in clauses (x)–(z) in respect of such Mixed-Use Contract.

6.13 Retained Names and Marks.

(a) Purchaser hereby acknowledges that Seller or its Affiliates own all right, title and interest in and to the trademarks, service marks, domain names, logos and names of Seller or its Affiliates not set forth in Schedule 1.1(h), together with all variations, translations, acronyms and other derivations thereof and all trademarks, service marks, Internet domain names, logos, trade names, trade dress, company names and other identifiers of source or goodwill containing, incorporating or associated with any of the foregoing, whether registered, applied for, or unregistered, together with any translations, adaptations, derivations, acronyms, variations,

abbreviations, insignias, designations or combinations of the foregoing, including any name or mark confusingly similar thereto or reasonably likely to cause confusion therewith (collectively, the “Retained Names and Marks”), and that, except as expressly provided below, any and all rights of the Business to use the Retained Names and Marks shall terminate as of the Closing and shall immediately revert to Seller and its Affiliates, along with any and all goodwill associated therewith. Purchaser further acknowledges that it has no rights, and is not acquiring any rights, directly or indirectly, to use the Retained Names and Marks, except as expressly provided herein.

(b) Purchaser shall, for a period of ninety (90) days after the Closing Date, be entitled to use, solely in connection with the operation of the Business as operated immediately prior to the Closing, all of the Business’s existing signs, letterheads, invoices, advertisements and promotional materials and all Internet domain names, website content, other Internet or electronic communications, vehicles, equipment, machinery, inventory and other documents and materials acquired by Purchaser to the extent included in the Acquired Assets (collectively, the “Existing Marks”), in each case, containing the Retained Names and Marks, after which period Purchaser shall cause the removal or obliteration of all Retained Names and Marks from such Existing Marks or shall otherwise cease using such Existing Marks. Upon Seller’s request, Purchaser shall promptly execute all assignment, transfer and other documents, and take all steps, in each case, that are necessary or desirable to confirm, effectuate or otherwise evidence Seller’s and its Affiliates’ rights, title and interests in and to, and control over, the Retained Names and Marks, including the Internet domain names incorporating any Retained Names and Marks.

(c) Except as expressly provided in this Section 6.13, no other right to use the Retained Names and Marks is granted by Seller or any of its Affiliates to Purchaser, its Affiliates or, after the Closing, the Business, whether by implication or otherwise, and nothing hereunder permits Purchaser, its Affiliates or, after the Closing, the Business to: (i) use the Retained Names and Marks in any manner; or (ii) register or seek to register, or to permit any third party to register or to seek to register, any of the Retained Names and Marks in any jurisdiction. Purchaser shall ensure that all use of the Retained Names and Marks by the Business, after the Closing, as provided in this Section 6.13, shall be only with respect to goods and services of a level of quality equal to or greater than the quality of goods and services with respect to which the Business used the Retained Names and Marks prior to the Closing. Any and all goodwill generated by the use of the Retained Names and Marks under this Section 6.13 shall inure solely to the benefit of Seller and its Affiliates. In any event, and, without limiting any of Purchaser’s obligations under this Section 6.13, Purchaser shall not, and shall cause its Affiliates and, after the Closing, the Business not to, use the Retained Names and Marks in any manner that may damage or tarnish the reputation of Seller or its Affiliates or the goodwill associated with the Retained Names and Marks. Purchaser shall not, and shall cause its Affiliates and, after the Closing, the Business not to use or adopt any name confusingly similar to the Retained Names and Marks.

(d) Purchaser agrees that none of Seller or its Affiliates shall have any responsibility for claims by third parties arising out of, or relating to, the use by the Business of any Retained Names and Marks after the Closing. In addition to any and all other available remedies, Purchaser shall defend, indemnify and hold harmless the Seller and its Affiliates from and against any and all such claims that may arise out of the use of the Retained Names and Marks: (i) by the Business in accordance with the terms and conditions of this Section 6.13; or (ii) by the Business, Purchaser or any of its Affiliates in violation of or outside the scope permitted by this

Section 6.13. Notwithstanding anything in this Agreement to the contrary, Purchaser hereby acknowledges and agrees that in the event of any breach or threatened breach of this Section 6.13, Seller, in addition to any other remedies available to it, (x) shall be entitled to a preliminary injunction, temporary restraining order or other equivalent relief restraining Purchaser and any of its Affiliates (including, after the Closing, the Business) from any such breach or threatened breach and (y) shall not be required to provide any bond or other security in connection with any such injunction, Order or other relief.

6.14 Background License to Mixed-Use Acquired Intellectual Property.

(a) With respect to any items of Intellectual Property, other than trademarks and domain names, that are included in the Acquired Assets and that have been historically used in the Seller's businesses other than the Business, Purchaser hereby grants to Seller a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual right and license under such Intellectual Property for all purposes, activities and uses other than, in each case, within the scope of the Business, including for the manufacture of products and compounds, use of any invention under any patent, use and maintenance of any Software, import and export of products and components, and performance of services under such Intellectual Property.

(b) The foregoing license shall be transferable or sublicensable to any purchaser or purchasers of all or substantially all of the assets relating to the Seller's retained business (other than the Business) or relating to any line of business therein, including in connection with any acquirer pursuant to a plan of reorganization.

6.15 Certain Contracts; New Leases.

(a) In the event Purchaser desires to (i) assume certain Contracts pursuant to Section 1.5 but is unable to assume such Contracts, or (ii) negotiate modified terms prior to assuming certain Contracts pursuant to Section 1.5, Seller shall, and shall cause its Subsidiaries to, use commercially reasonable efforts (which shall not include the making of any payment or giving of any consideration) to cooperate with Purchaser in its efforts to assume or renegotiate such Contracts through the later of (A) the close of the Auction, if any, or (B) one day prior to the last date set for final hearing for approval of the Sale. Unless otherwise agreed by the Parties, no actions contemplated by this Section 6.15(a) shall result in an adjustment to the Purchase Price.

(b) The Company and its Subsidiaries, as applicable, shall, at or prior to the Closing, and as a condition to Closing, (i) enter into leases (such leases, the "New Leases") with Purchaser for the New Lease Properties, or (ii) cause any purchaser of the New Lease Properties sold in connection with the Bankruptcy Case, to enter into such New Leases as a condition to closing any such sale of the New Lease Properties. Any sale of the New Lease Properties shall be subject to the continued effectiveness of the New Leases, subject to the terms and conditions of the New Leases. Each New Lease shall (w) have an initial term of no longer than two years, (x) substantially reflect the lease rental rates set forth on Schedule 6.15(b) with respect to the applicable New Lease Property set forth therein, (y) provide that in the event the landlord terminates such New Lease prior to the expiration of the initial lease term (other than as a result of default by Purchaser, casualty or condemnation) such landlord shall be obligated to provide at least 90 days' notice to tenant, and pay over to tenant a fee in the amount of \$1,500,000, provided

that such fee for the New Lease for the New Lease Property in Odessa shall be \$2,000,000, and (z) shall be on such other market terms and conditions as are reasonably acceptable to Purchaser and the Company acting in good faith. Notwithstanding the foregoing, the fees described in clause (y) of this Section 6.15(b) shall (I) be reduced by 50% on the 12 month anniversary of the effective date of such New Lease, (II) not be required to be paid after the 24 month anniversary of the effective date of such New Lease (in the event such New Lease is extended after the initial two (2) year term) and (III) be in full satisfaction of all Liabilities of the landlord related to or arising from the termination of such New Lease.

(c) The Company and its Subsidiaries, as applicable, shall, at or prior to Closing, use commercially reasonable efforts to assign in part the Intellectual Property License Agreement (the “Baker Hughes License”), dated December 30, 2016, by and between the Company and Baker Hughes Incorporated (“Baker Hughes”) as and to the extent that such agreement primarily relates to the Business. Conditioned upon the consent of Baker Hughes to such partial assignment, the Baker Hughes License shall be deemed an Assigned Contract and shall be deemed to be added to Schedule 1.1(a) without need for formal amendment thereof. For the avoidance of doubt, neither the consent required of Baker Hughes nor the consummation of such partial assignment shall be a condition to Closing.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Seller. The respective obligations of each Party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by each of Seller and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) the waiting period (and any extension thereof), or any necessary approval, as applicable, related to the transactions contemplated by this Agreement under the HSR Act or under the Foreign Competition Laws or other regulations set forth in Schedule 7.1 shall have been received, terminated or shall have expired, as applicable;

(b) no court or other Governmental Body has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; and

(c) the Bankruptcy Court shall have entered the Sale Order.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) Seller shall have delivered to Purchaser a certified copy of the Sale Order;

(b) the representations and warranties made by Seller in Article III shall be true and correct in all material respects as of the Closing Date (disregarding all qualifications or limitations as to “materiality” or “Material Adverse Effect” (other than the use of “Material Adverse Effect” in Section 3.5 which shall remain as written and shall not be subject to a further materiality qualifier) and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date);

(c) Seller shall have performed or caused to be performed, in all material respects, all of the obligations and covenants required by this Agreement to be performed by Seller by the Closing; and

(d) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4.

7.3 Conditions Precedent to the Obligations of the Company. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date (without giving effect to any materiality or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect, as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date);

(b) Purchaser shall have performed or caused to be performed, in all material respects, all of the obligations and covenants required by this Agreement to be performed by Purchaser by the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 2.5.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Seller may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party’s failure to use, as required by this Agreement, its reasonable best efforts to consummate the transactions contemplated hereby.

ARTICLE VIII

TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of the Company and Purchaser;
- (b) by written notice of either Purchaser or the Company, upon the issuance by any Governmental Body of an Order restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the breach or action or inaction of such Party;
- (c) by written notice of the Purchaser, if the Sale Order has not been entered on or before August 17, 2020;
- (d) by written notice of either Purchaser or the Company, if the Closing shall not have occurred on or before September 4, 2020 (the “Outside Date”); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(d) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such Party;
- (e) by written notice of either Purchaser or the Company, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Company is appointed in the Bankruptcy Case;
- (f) by written notice from the Company to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Sections 7.3(a) or 7.3(b) would not be satisfied; provided that (i) if such breach is curable by Purchaser then the Company may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after the Company notifies Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to the Company at any time that the Company is in material breach of, any covenant, representation or warranty hereunder;
- (g) by written notice from Purchaser to the Company, upon a breach of any covenant or agreement on the part of Seller, or if any representation or warranty of Seller will have become untrue, in each case, such that the conditions set forth in Sections 7.2(b) or 7.2(c) would not be satisfied, including a breach of Seller’s obligation to consummate the Closing; provided that (i) if such breach is curable by Seller then Purchaser may not terminate this Agreement under this Section 8.1(g) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies the Company of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(g) will not be available to Purchaser at any time that Purchaser is in material breach of, any covenant, representation or warranty hereunder;
- (h) by written notice from the Company to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are

to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.3;

(i) by written notice from the Company to Purchaser, if Seller or the board of directors (or similar governing body) of Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties;

(j) by written notice of either Purchaser or the Company, if (i) Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder; or

(k) by written notice from Purchaser to the Company, if Purchaser is not the Successful Bidder at the Auction; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(k) until after the twenty-fifth (25th) day following entry by the Bankruptcy Court of an Order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction and, notwithstanding Purchaser not having been the Successful Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(k), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 8.1(k). Notwithstanding anything to the contrary in the Bidding Procedures Order, Purchaser's right to terminate the Agreement under this provision shall not be impaired if Purchaser is selected as the Backup Bidder.

8.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void and there shall be no liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.2, this Section 8.2, Article X and any Bid Protections in favor of Purchaser, including the Break-Up Fee, shall survive any such termination; provided further that no termination will relieve Purchaser from any Liability for damages (including damages based on the loss of the economic benefits of the transactions contemplated by this Agreement, including the Cash Payment, to Seller), losses, costs, or expenses (including reasonable legal fees and expenses) resulting from any willful breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder); and provided further that no termination will relieve Seller of its obligation to pay the Break-Up Fee in accordance with its terms. Notwithstanding the foregoing, Purchaser's Liability for damages under this Section 8.2 shall be capped at the amount of the Deposit as liquidated damages of Seller.

ARTICLE IX

TAXES

9.1 Transfer Taxes. Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use, or other similar Taxes and recording charges payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this

Agreement or the transactions contemplated hereby (the “Transfer Taxes”) shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes. Seller and Purchaser shall use commercially reasonable efforts and cooperate in good faith to exempt all such transactions from any Transfer Taxes.

9.2 Allocation of Purchase Price. For U.S. federal and applicable state and local income Tax purposes, Purchaser, Seller, and their respective Affiliates shall allocate the Purchase Price (but including Assumed Liabilities only to the extent such liabilities are required to be treated as part of the purchase price for applicable U.S. income Tax purposes) among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder. As soon as commercially practicable, but no later than sixty (60) days following the determination of the Final Inventory, Purchaser shall provide a proposed allocation to Seller setting forth the allocation of the Purchase Price (but including Assumed Liabilities only to the extent such liabilities are required to be treated as part of the purchase price for U.S. federal income Tax purposes) among the Acquired Assets (the “Allocation”). If Seller delivers a written objection within thirty (30) days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Seller shall negotiate in good faith to resolve any such objection, and, if Seller and Purchaser cannot resolve such dispute within thirty (30) days of Purchaser’s receipt of Seller’s objection, then each Party shall be entitled to take their own position regarding the Allocation for U.S. federal income tax purposes. If the Parties agree on the Allocation, the Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and not take any Tax related action inconsistent with the Allocation, in each case, unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Code; provided, however, that nothing contained herein shall prevent any Party from settling any proposed deficiency or adjustment by any Governmental Body based upon or arising out of the Allocation, and no Party shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Body challenging the Allocation.

9.3 Cooperation. Purchaser and Seller shall reasonably cooperate, as and to the extent reasonably requested by the other Party at such other Party’s expense, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Seller shall prepare and timely file all Tax Returns with respect to the Acquired Assets required to be filed on or before the Closing Date and shall timely pay the Taxes due with respect thereto.

(b) Purchaser shall prepare and timely file all other Tax Returns with respect to Property Taxes related to the Acquired Assets required to be filed after the Closing Date (excluding, for the avoidance of doubt, any Tax Returns with respect to any income, franchise or similar Taxes of any Seller or any of its Affiliates) with respect to any Pre-Closing Tax Period or any Straddle Period and shall timely pay the Property Taxes due with respect to such Tax Returns; provided, that this Section 9.4(b) shall not be construed to limit Purchaser’s right to adjust the Purchase Price (and obtain payment from the Escrow Agent out of the Adjustment Escrow Amount) for any such Taxes attributable to any Pre-Closing Tax Period or the pre-Closing portion of any Straddle Period to the extent permitted under Sections 2.7 and 2.8.

(c) Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, or otherwise take any Tax position that could reasonably be expected to have the effect of increasing the Tax liability of Seller or any of its Affiliates, in each case without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed).

(d) For purposes of determining whether Property Taxes are attributable to the pre-Closing or post-Closing portion of a Straddle Period, Property Taxes shall be allocated pro rata per day between the period ending on the day prior to the Closing Date and the period beginning on the Closing Date, with the portion of Property Taxes attributable to the period ending on the day prior to the Closing Date being treated as pre-Closing Taxes, and the portion of the Property Taxes attributable to the period beginning on the Closing Date being treated as post-Closing Taxes.

9.5 Wage Reporting. Purchaser and Seller agree to utilize, or cause their respective Affiliates to utilize, the “alternate procedure” set forth in Revenue Procedure 2004-53 with respect to wage reporting.

ARTICLE X

MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in Contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and Seller acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case may be, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement. PURCHASER GROUP, ON ITS OWN BEHALF AND ON BEHALF OF (AFTER THE CLOSING) THE BUSINESS, HEREBY WAIVES ALL RIGHTS AND REMEDIES WITH RESPECT TO ANY ENVIRONMENTAL, HEALTH OR SAFETY MATTERS, INCLUDING THOSE ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, OR ANY OTHER ENVIRONMENTAL LAWS, RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) all fees and expenses in connection with any filing or submission that is necessary under the HSR Act and any Foreign Competition Laws (if any) will be allocated pursuant to Section 6.4, (b) all Transfer Taxes will be allocated pursuant to Section 9.1 and (c) all Cure Costs will be allocated pursuant to Section 5.3.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

American Cementing, LLC
c/o Argonaut Private Equity
7030 South Yale Ave., #810
Tulsa, Oklahoma 74136
Attention: Phil VanTrease
Email: philvt@argonautpe.com

with a copy to (which shall not constitute notice):

Frederic Dorwart, Lawyer PLLC
124 East Fourth Street
Tulsa, Oklahoma 74114
Attention: Steve Walton
Email: swalton@fdlaw.com

Notices to Seller:

BJ Services, LLC
11211 Farm to Market 2920 Road
Tomball, Texas 77375
Attention: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
609 Main Street
Houston, Texas 77002
Attention: Sean T. Wheeler, P.C.
Email: sean.wheeler@kirkland.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Joshua A. Sussberg, P.C.
Christopher T. Greco, P.C.
Email: jsussberg@kirkland.com
cgreco@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Sale Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and the Company, and any attempted assignment or delegation without such prior written consent shall be null and void; *provided*, that Purchaser may assign its rights to acquire all or a portion of the Business or the Acquired Assets to one or more Affiliates without consent other than to portfolio companies of Argonaut Private Equity or any Affiliate that could cause the Closing to be inhibited or delayed as a result of the acquisition (or agreement to acquire) such Acquired Assets, but Purchaser may not delegate any of its obligations under this Agreement without the prior written consent of Seller.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and the Company or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this

Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party or any Subsidiary of Seller will have any liability (whether in Contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Action based upon, arising out of or related to this Agreement.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The schedules to the Agreement (“Schedules”) have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement. Information disclosed in any section of the Schedules, and any disclosure in any Disclosure Statement, will be deemed to be disclosed for other sections of the Schedules and the representations and warranties set forth in this Agreement to the extent that such disclosure sets forth facts in sufficient detail that the relevance of such disclosure would be reasonably apparent to a reader of such disclosure. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules, Updated Schedules, or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the parties’ representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained

herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Seller pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 10.12, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) Business Days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty of Seller made herein. In furtherance of and to the same extent as the foregoing, it is acknowledged and agreed that Seller shall be entitled to seek specific performance to enforce the terms of the Equity Commitment Letter against the parties thereto and Purchaser's rights thereunder.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation,

execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) (clauses (a) – (b), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO

ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right of Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Cash Payment or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

10.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.17 Publicity. Neither the Company nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or the Company, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or the Company lists securities, provided that the Party intending to make such release shall use its best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof.

10.18 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer laws except Permitted Encumbrances, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other

similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require Seller or any of its directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations. For the avoidance of doubt, Seller retains the right to pursue any transaction or restructuring strategy that, in Seller's business judgment, will maximize the value of its estate.

10.20 No Solicitation. This Agreement, the Sale Order, and the transactions contemplated herein and therein are the product of negotiations among the Parties. Notwithstanding anything herein to the contrary, this Agreement is not, and shall not be deemed to be, (a) a solicitation of votes for the acceptance of any plan of reorganization for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, and none of the Company nor its Subsidiaries will solicit acceptances of any plan of reorganization from any party until such party has been provided with copies of a Disclosure Statement containing adequate information as required by section 1125 of the Bankruptcy Code.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) "Accounts Payable" means all accounts payable and trade payables existing on the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable), of Seller primarily related to the Business or the Acquired Assets.

(b) "Action" means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in Contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

(c) "Advisors" means, with respect to any Person, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(d) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(e) “Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of the Business or any material portion of the assets thereof (in any form of transaction, whether by merger, sale of assets or equity or otherwise); provided, however, that no such transaction will be considered to be an “Alternative Transaction” if such transaction would not prevent the Closing from occurring in accordance with the terms of this Agreement; and provided further, that the foregoing shall not include sales of Inventory, equipment sales or other dispositions of immaterial or obsolete assets, or granting of licenses of Intellectual Property rights in the Ordinary Course.

(f) “Ancillary Assets” means any and all computers, furniture, furnishings, fixtures, office supplies, tools and related accessories and any such assets on order to be delivered to Seller, including, desks, chairs, tables, computer and computer-related hardware such as computers, file servers, facsimile servers, scanners, color printers, laser printers and networks, copiers, cellular and hardwired telephones, telephone lines and numbers, telecopy machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies, in each case that are primarily used in connection with the operation or conduct of the Business (including by Transferred Employees) except to the extent related to or used in connection with or located on any Owned Real Property or Leased Real Property of Seller that is not included in the Acquired Assets; provided, that Ancillary Assets shall not include Equipment or any other category of assets described in Section 1.1 other than Section 1.1(f).

(g) “Arbitrating Accountant” means (i) a nationally recognized certified public accounting firm jointly selected by Purchaser and the Company that is not then engaged to perform accounting, tax or auditing services for the Company or Purchaser or (ii) if the Company and Purchaser are unable to agree on an accountant, then a nationally recognized certified public accounting firm jointly selected by the Company’s accounting firm and Purchaser’s accounting firm.

(h) “Auction” shall have the meaning ascribed to such term in the Bidding Procedures Order.

(i) “Bid Protections” shall have the meaning ascribed to such term in the Bidding Procedures Order.

(j) “Bidding Procedures Order” means the Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief [Docket No. 224].

(k) “Break-Up Fee” shall mean a fee payable by Seller to Purchaser in the amount of \$1,050,000.00, upon the terms and conditions set forth in Section 5.2 and the Bidding Procedures Order; *provided* that the provision of any other Bid Protections to Purchaser (including reimbursement of professional fees of Purchaser) shall reduce the Break-Up Fee dollar-for-dollar.

(l) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(m) “Cash and Cash Equivalents” means all of the Company’s cash (including petty cash and checks received on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held, in each case related to or derived primarily from the Business.

(n) “Cementing Vendors” means all cementing, chemical and iron vendors of the Company.

(o) “Code” means the United States Internal Revenue Code of 1986, as amended.

(p) “Confidentiality Agreement” means that certain letter agreement, dated as of July 2, 2020, by and between the Company and Argonaut Private Equity.

(q) “Consent” means any approval, consent, ratification, permission, waiver or other authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(r) “Contract” means any contract, master services agreement, work order, purchase order, service order, sales order, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, purchase order, license or other agreement that is binding upon a Person or its property.

(s) “COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associate epidemics, pandemic or disease outbreaks.

(t) “COVID-19 Measures” means any quarantine, “shelter in place,” “stay at home,” workforce reduction, social distancing, shut down, closure, sequester or any other Law, Order, directive, guidelines or recommendations by any Governmental Body in connection with or in response to COVID-19, including, but not limited to, the Coronavirus Aid, Relief, and Economic Security Act (CARES).

(u) “Disclosure Statement” means a disclosure statement (including all exhibits and schedules thereto) for a plan of reorganization approved by the Bankruptcy Court pursuant to an Order entered by the Bankruptcy Court, which Order, among other things, approves (i) the Disclosure Statement and (ii) the commencement of a solicitation of votes to accept or reject the plan of reorganization.

(v) “Dispute Notice” means a notice delivered by the Company to Purchaser in which the Company (i) disputes the calculation of Closing Inventory or Closing Property Taxes included in the Closing Inventory Statement or the Closing Property Taxes Statement, as applicable, and (ii) provides the basis of such dispute in reasonable detail.

(w) “Documents” means all of the Company’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports and records, department of transportation records and logs, records related to Transferred Employees (including drug testing reports), data, studies, and documents, Tax Returns (other than income, franchise and similar Tax Returns of Seller or any of its Affiliates), ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case primarily related to or primarily used primarily in the Business and whether or not in electronic form.

(x) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, hypothecations, easements, rights of way, encroachments, Orders and conditional sale or other title retention agreements.

(y) “Environmental Laws” all applicable Laws concerning pollution or protection of the environment.

(z) “Equipment” means equipment, machinery and vehicles primarily related to or primarily used by or in the Business.

(aa) “ERISA” means the Employee Retirement Income Security Act of 1974.

(bb) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(cc) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(dd) “Governmental Body” means any government, quasi governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(ee) “Hazardous Substance” means any toxic or hazardous material, substance or waste regulated under any Environmental Laws.

(ff) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

(gg) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress and corporate names, registrations and applications for any of the foregoing, together with all goodwill associated with each of the foregoing; (iii) copyright registrations and copyright applications, and unregistered copyrights in works of authorship; (iv) Internet domain names; (v) trade secrets; and (vi) all other intellectual property arising under the Laws of the United States of America or any state therein.

(hh) “Inventory” means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) maintained or held by, stored by or on behalf of, or in transit to, Seller, in each case primarily related to or primarily used in the Business, as reflected in the books and records of the Company and its Affiliates, whether for sale or non-commercial use, or otherwise, together with any interests therein, including such inventory (i) being held by customers pursuant to consignment arrangements or (ii) being held by suppliers or vendors under tolling or similar arrangements.

(ii) “Knowledge of the Company”, “Company’s Knowledge”, “Knowledge of Seller”, “Seller’s Knowledge” and words of similar import mean the actual knowledge of the Knowledge Parties and the knowledge that such Knowledge Parties would have after reasonable investigation if a reasonable Person with a Knowledge Party’s actual knowledge of the relevant facts and circumstances at that time, would have deemed a further investigation necessary.

(jj) “Knowledge Parties” means Warren Zemplak, Christine Morris and Caleb Barclay.

(kk) “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(ll) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such Leased Real Property.

(mm) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether

known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(nn) “Material Adverse Effect” means any event, change, occurrence, or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions affecting the industry in which the Business operates, (ii) Effects in, arising from or relating to local, state and national or international political or social conditions, including rioting and the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon or within the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States or any state or local authority or municipality thereof, (iii) Effects in, arising from or relating to financial, banking, commodities or securities markets or market index (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract or index, (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement and (E) any changes to commodity prices or other adverse effects resulting from decisions made by, or any lack of action by, the members of the Organization of Petroleum Exporting Countries), (iv) Effects in, arising from or relating to changes in, GAAP, (v) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, for the avoidance of doubt, any such items related to Section 6.5), (vi) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser’s failure to consent to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, including the impact thereof on the relationships, contractual or otherwise, of the Business with employees, customers, lessors, suppliers, vendors or other commercial partners, (vii) Effects in, arising from or relating to any existing event, occurrence, or circumstance with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules, (viii) Effects that arise from any seasonal fluctuations in the Business, (ix) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (x) the effect of any action taken by Purchaser or its Affiliates with respect to the transactions completed by this Agreement or the financing thereof or any breach by Purchaser of the Agreement, (xi) the matters set forth on the Schedules and any changes or developments in, or effects or results arising from or relating to, matters expressly set forth on the Schedules, (xii) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of

Seller, a plan of reorganization or a Disclosure Statement, (3) the Bidding Procedures Order, (4) the Sale Order or (5) the assumption or rejection of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Subsidiaries in compliance therewith and (xiii) any pandemic (including COVID-19 and any policy, procedure or protocol of Seller or the Business in response to COVID-19 or any COVID-19 Measures), earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster or act of god, or other casualty loss or force majeure event; except in the case of the clauses (i), (ii) or (iii), to the extent such Effects have a materially disproportionate impact on the Acquired Assets, as compared to other participants engaged in the industries and geographies in which the Business operates.

(oo) “Mixed-Use Contract” means each of the following: (i) that certain Master Service Agreement, dated as of October 12, 2017, by and between BJ Services, LLC (and its Affiliates) and Aethon Energy Operating LLC (and its Affiliates); and (ii) that certain Master Service Agreement, dated as of March 14, 2017, by and among BJ Services, LLC and Comstock Resources, Inc., Comstock Oil & Gas, LP and Comstock Oil & Gas-Louisiana, LLC.

(pp) “New Lease Properties” means that portion of the real property primarily used in connection with the Business with respect to each of the following parcels of Owned Real Property: (i) 3415 Millennium Boulevard Southeast, Massillon, Ohio 44646; (ii) 11245 Old Corpus Christi Highway, San Antonio, Texas 78223; (iii) 6970 West 70th Street, Shreveport, Louisiana 71129; (iv) 272 34th Street West, Dickinson, North Dakota 58601; and (v) 6165 West Murphy Street, Odessa, Texas 79763.

(qq) “Order” means any order, injunction, order, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

(rr) “Ordinary Course” means the ordinary and usual course of operations of the Business taken as a whole consistent with past practice and taking into account the commencement and pendency of the Bankruptcy Case (including, for the avoidance of doubt, recent past practice in light of the current pandemic, epidemic or disease outbreak); provided, that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak shall be deemed to be in the Ordinary Course.

(ss) “Permitted Encumbrances” means (i) Encumbrances for utilities and current Taxes not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Real Property as it relates to the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated in any material respect by the current use or occupancy of such Leased Real Property, as applicable, (iv) builders’ materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) matters which would be

disclosed by an inspection or accurate survey, (vii) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion or which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, (viii) any Encumbrances set forth on Schedule 11.1(ss), (ix) any Encumbrances that will be removed or released by operation of the Sale Order, (x) purchase money liens and (xi) customary liens of lessors, lessees, sublessors, sublessees, licensors or licensees arising under lease arrangements or license arrangements.

(tt) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(uu) “Pre-Closing Tax Period” means any Tax period ending at or before the Closing.

(vv) “Property Taxes” means all Taxes that are real property Taxes, ad valorem Taxes, personal property Taxes and similar Taxes.

(ww) “Purchaser Group” means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(xx) “Seller Parties” means Seller and the Company’s Subsidiaries and each of its and their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(yy) “Software” means computer software applications, libraries, objects and related documentation.

(zz) “Straddle Period” means any Tax period beginning before, and ending on or after, the Closing.

(aaa) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(bbb) “Target Inventory” means \$6,000,000.

(ccc) “Tax” or “Taxes” means any federal, state, local, foreign or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use,

transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(ddd) “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

(eee) “Transaction Documents” means this Agreement and all other agreements and documents contemplated to be executed by a Party in connection with the transactions contemplated hereby.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(d) The words “to the extent” shall mean “the degree by which” and not “if.”

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(h) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed “delivered,” “provided” or “made available” by the Company, within the meaning of this Agreement if such document or item (i) is included in the Dataroom, (ii) actually delivered or provided to Purchaser or any of Purchaser’s Advisors or (iii) made available upon request, including at the Company’s or any of its Subsidiaries’ offices.

(k) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(n) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and permitted assigns.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

AMERICAN CEMENTING, LLC

By: APE IV Cementing, LLC

By: 

Name: Phil VanTrease

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BJ SERVICES, LLC

By: _____



Name: Anthony C. Schnur

Its: Chief Restructuring Officer

EXHIBIT A

Form of Bill of Sale and Assignment and Assumption Agreement

[See attached.]

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is executed and effective as of [●], 2020 (the “Closing Date”), by and [among // between] (i) American Cementing, LLC, a Delaware limited liability company (“Assignee”) and (ii) BJ Services, LLC, a Delaware limited liability company (the “Company”), and the subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, each an “Assignor” and collectively “Assignors”). Assignor[s] and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of August 6, 2020, by and between the Company and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, [each] Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from such Assignor[s], all of each such Assignor’s direct or indirect right, title and interest in, to and under certain assets, liabilities and contractual relationships; and

WHEREAS, the Closing of the purchase and sale under the Purchase Agreement has occurred contemporaneously herewith and this Agreement is delivered pursuant to the Purchase Agreement and as a part of such Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignor[s] do hereby agree as follows:

I.**BILL OF SALE; ASSIGNMENT AND ASSUMPTION**

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. On the terms and subject to the conditions set forth in Section 1.1 of the Purchase Agreement, [each] Assignor hereby grants, bargains, sells, transfers, assigns and conveys to Assignee all of [such] Assignor’s right, title and interest in, to and under the Acquired Assets held by [such] Assignor free and clear of all Encumbrances other than Permitted Encumbrances, TO HAVE AND TO HOLD unto Assignee and its successors and assigns, forever.

1.3. Excluded Assets. [Each] Assignor hereby excepts, reserves, and excludes all of [such] Assignor’s right, title and interest in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, [each] Assignor does not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of [such] Assignor that are not Acquired Assets.

1.4. Assumed Liabilities. On the terms and subject to the conditions set forth in Section 1.3 of the Purchase Agreement, Assignee hereby assumes and becomes responsible for the Assumed Liabilities. Assignee agrees to pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof.

1.5. Excluded Liabilities. Assignee shall not assume, be deemed to have assumed or be liable or obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for the Excluded Liabilities, as provided in the Purchase Agreement.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. The delivery of this Agreement shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, indemnities, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of any Assignor or Assignee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants, indemnities, terms and provisions contained in the Purchase Agreement shall not be merged with or into this Agreement but shall survive the execution and delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules thereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignor[s] and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignor[s] and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default hereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (i) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (ii) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court or any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) (clauses (i) and (ii), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH

OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.5(c).

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other Parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNOR[S]:

BJ SERVICES, LLC

By: _____
Name:
Title:

ASSIGNEE:

AMERICAN CEMENTING, LLC

By: _____
Name:
Title:

EXHIBIT B

Form of IP Assignment Agreement

[See attached.]

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of [●], 2020, by and among BJ Services, LLC, a Delaware limited liability company (“Assignor”), and American Cementing, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of August 6, 2020, by and among Assignor and Assignee (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under certain Intellectual Property included in the Acquired Assets;

WHEREAS, Assignee is a successor to that part of Assignor’s business to which the Marks (as defined below) pertain, and that business is ongoing and existing;

WHEREAS, this Agreement, as duly executed by Assignor and Assignee, is being delivered as of the date hereof by each Party to the other Party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and the covenants and agreements herein contained and intending to be legally bound hereby, Assignor and Assignee do hereby agree as follows:

I.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor’s right, title and interest in, to and under the: (a) patents and patent applications listed in Schedule A, including but not limited to any provisionals, nonprovisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutes, renewals, or improvements thereof, and in and to any and all patents of the United States which may be issued for said inventions, including the right to sue and collect damages for infringement of those patents, and (b) trademark registrations and trademark applications listed in Schedule B (the “Marks”), together with any common law rights and all of the goodwill of the business symbolized therewith, including the right (but not the obligation) to assert the Marks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto by reason of any past and future acts of infringement that have occurred or may occur, as fully and effectually as they would have been held by Assignor had this Agreement not been made.

1.3. Recordation. Assignor hereby authorizes Assignee to file this Agreement at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world.

1.4. Excluded Assets. Assignor reserves and excludes all of Assignor's rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignor does not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of Assignor that are not Acquired Assets.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignor and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default hereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (i) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (ii) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) (clauses (i) and (ii), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.5(c).

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way

the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other Parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

2.8 Further Assurances. Assignor shall and Assignor shall cause its employees, officers and inventors, at Assignee's expense, to take all actions and execute all documents reasonably necessary or desirable for Assignee to record and perfect the interest of Assignee in and to the Marks and the patents and patent applications contemplated herein, and shall not enter into any agreement in conflict with this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNOR:

BJ SERVICES, LLC

By: _____

Name:

Title:

ASSIGNEE:

AMERICAN CEMENTING, LLC

By: _____
Name:
Title:

Schedule A - Patents

Schedule B - Trademarks

EXHIBIT C

Form of Adjustment Escrow Agreement

[See attached.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of [●], 2020, by and among American Cementing, LLC, a Delaware limited liability company (“Buyer”), BJ Services, LLC, a Delaware limited liability company (“Seller”) and Citibank, N.A., as escrow agent (the “Escrow Agent”). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of August 6, 2020, by and between Seller and Buyer. Each of Buyer and Seller is also referred to herein as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement and the deposit by Buyer with the Escrow Agent of an amount equal to USD \$[●] (the “Adjustment Escrow Funds”);

WHEREAS, Buyer and Seller desire for the Adjustment Escrow Funds to be subject to the terms and conditions set forth herein and in the Purchase Agreement; and

WHEREAS, Buyer agrees to place or cause to be placed the Adjustment Escrow Funds in escrow and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Agreement and the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties and the Escrow Agent agree as follows:

1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein.

2. Adjustment Escrow. Simultaneous with the execution and delivery of this Agreement, Buyer shall deposit with the Escrow Agent the Adjustment Escrow Funds in immediately available funds. The Escrow Agent hereby acknowledges receipt of the Adjustment Escrow Funds and agrees to hold the Adjustment Escrow Funds in a separate and distinct account (the “Escrow Account”) subject to and in accordance with the terms and conditions of this Agreement.

3. Investment of Adjustment Escrow Funds.

(a) The Escrow Agent shall not invest the Adjustment Escrow Funds and shall hold the Adjustment Escrow Funds in a “noninterest-bearing deposit account” of Citibank N.A., insured by the Federal Deposit Insurance Corporation (the “FDIC”) up to the applicable limits. The Adjustment Escrow Funds shall at all times remain available for distribution in accordance with the terms of Section 4 below.

(b) The Escrow Agent shall send an account statement to each of the Parties on a monthly basis reflecting activity in the Escrow Account for the preceding month.

4. Disposition and Termination of the Adjustment Escrow. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Adjustment Escrow Funds as provided in, this Section 4 as follows:

(a) Joint Release Instruction.

(i) Subject to Section 4(a)(ii), the Escrow Agent shall hold the Adjustment Escrow Funds until Buyer and Seller submit a Joint Release Instruction (as defined below), setting forth the amounts and parties to whom the Adjustment Escrow Funds are to be disbursed pursuant to the Purchase Agreement. Upon receipt of such Joint Release Instruction with respect to the Adjustment Escrow Funds, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Joint Release Instruction, disburse the Adjustment Escrow Funds in accordance with such Joint Release Instruction.

(ii) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the Person or Persons (an “Authorized Representative”) set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent attached to an e-mail received on a Business Day from an e-mail address set forth in Section 11 (with receipt by the Escrow Agent confirmed). In the event a Joint Release Instruction or Final Determination is delivered to the Escrow Agent in accordance with this Agreement, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the Person or Persons designated in Exhibit A-1 and Exhibit A-2 annexed hereto (the “Call Back Authorized Individuals”), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not reasonably satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved to the reasonable satisfaction of the Escrow Agent. The Persons and telephone numbers for call backs may be changed only in a writing, executed by an Authorized Representative and actually received and acknowledged by the Escrow Agent in accordance with Section 11.

(b) Final Determination. If at any time any of the Parties receives a Final Determination, such Party shall concurrently deliver to the Escrow Agent and the other Party a copy of such Final Determination, and then upon receipt by the Escrow Agent of a copy of such Final Determination from any Party, the Escrow Agent shall (i) promptly deliver a courtesy copy of such Final Determination to the other Parties and (ii) on the fifth (5th) Business Day following receipt by the Escrow Agent of the Final Determination, disburse as directed, part or all, as the case may be, of the Adjustment Escrow Funds (but only to the extent such funds are available in the Escrow Account) in accordance with such Final Determination. Subject to the terms of this Section 4(b), the Escrow Agent will act on such Final Determination without further inquiry.

(c) Method of Payment. All payments of any part of the Adjustment Escrow Funds shall be made by wire transfer of immediately available funds as set forth in the Joint Release Instruction or Final Determination, as applicable.

(d) Certain Definitions.

(i) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by Law to be closed in New York, New York.

(ii) “Final Determination” means a final non-appealable order of any court of competent jurisdiction which may be issued with respect to the ownership or disbursement of Adjustment Escrow Funds, together with (A) a certificate executed by an Authorized Representative of the prevailing Party (as between Buyer and Seller) to the effect that such order is final and non-appealable and from a

court of competent jurisdiction having proper authority and (B) the written payment instructions executed by an Authorized Representative of the prevailing Party to effectuate such order.

(iii) “Governmental Entity” means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial or regulatory or administrative functions of or pertaining to government, including any court, arbitrator or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

(iv) “Joint Release Instruction” means the joint written instruction executed by an Authorized Representative of each of Buyer and Seller, which is executed by Buyer and Seller, to the Escrow Agent directing the Escrow Agent to disburse all or a portion of the Adjustment Escrow Funds, as applicable.

(v) “Person” means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall give the property held in escrow by it hereunder the same degree of care that it gives its own similar property, which in no event shall be less than the standard of care reasonably expected of a professional escrow agent. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, other than for purposes of the defined terms used but not defined herein, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement will control the actions of Escrow Agent. The Escrow Agent may rely upon and shall not be liable in the absence of its fraud, gross negligence or willful misconduct for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and reasonably believed by it to be genuine and to have been signed by the proper Party or Parties. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent authorized signers’ forms in the form of Exhibit A-1 and Exhibit A-2 attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Adjustment Escrow Funds. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be (a) delivered a Joint Release Instruction that eliminates such conflict or (b) directed otherwise in a Final Determination. The Escrow Agent may after thirty (30) days’ notice to each Party of its intention to do so interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions of, or its duties under, this Agreement. The Escrow Agent shall have no liability or obligation with respect to the Adjustment Escrow Funds except for the Escrow Agent’s fraud, gross negligence or willful misconduct, as adjudicated by a court of competent

jurisdiction. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable, directly or indirectly, for any (x) damages, losses or expenses arising out of the services provided under this Agreement, other than damages, losses or expenses which result from the Escrow Agent's fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction or (y) special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by Buyer and Seller acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's line of business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such 30 day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Adjustment Escrow Funds (without any obligation to reinvest the same) and to deliver the same (x) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (y) as set forth in a Joint Release Instruction, at which time of delivery the Escrow Agent's obligations under this Agreement shall cease and terminate or (z) in accordance with the directions of a Final Determination, at which time of delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow agent prior to the expiration of 30 calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement and shall be borne by the Parties one half by Buyer and one half by Seller.

8. Indemnity. Each of Buyer and Seller agrees to jointly and severally indemnify the Escrow Agent and its Affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable and documented fees and expenses of one outside counsel and experts and their staffs and reasonable and documented out-of-pocket expenses of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with: (a) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of an Indemnatee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any such Indemnatee or (b) its following any Joint Release Instruction or other proper directions from the Parties received in accordance with this Agreement, except to the extent that its following any such instruction or direction is not permitted under the terms hereof or applicable Law. Notwithstanding anything to the contrary herein, Buyer and Seller agree, solely as between themselves, that any obligation for indemnification under this Section 8 shall be borne by the Party or Parties

determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Seller. The provisions of this Section 8 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement for a period of twelve (12) months following such resignation or removal of the Escrow Agent or termination of this Agreement, as applicable.

9. Tax Matters. The Escrow Agent, its Affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its Affiliates. This Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with Buyer and Seller that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Adjustment Escrow Funds to anyone except pursuant (a) to the express terms of this Agreement or (b) as otherwise required by Law (*provided*, that in the case of clause (b), the Escrow Agent will provide the Parties with prior written notice of such delivery).

11. Notices. All notices, demands, requests, instructions, claims, consents, waivers and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment), received by email (with hard copy to follow) prior to 5:00 p.m. Eastern Time on a Business Day (or the next Business Day if after 5:00 p.m.), (b) on the next day if delivered by reputable overnight express courier (charges prepaid), or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to Buyer, Seller and the Escrow Agent shall be sent to the addresses indicated below:

if to Seller, then to:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375
Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

or, if to Buyer, then to:

American Cementing, LLC
c/o Argonaut Private Equity
7030 South Yale Ave., #810
Tulsa, Oklahoma 74136
Attn: Phil VanTrease
Email: philvt@argonautpe.com

with a copy to (which shall not constitute notice):
Frederic Dorwart, Lawyer PLLC
124 East Fourth Street
Tulsa, Oklahoma 74114
Attn: Steve Walton
Email: swalton@fdlaw.com

or, if to the Escrow Agent, then to:

Citibank, N.A.
Attn: Debbie DeMarco
Citi Private Bank
388 Greenwich Street, 29th Floor
Telephone: 212-783-7092
Facsimile: 212-783-7131
Email: debra.demarco@citi.com

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Account in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of both Buyer and Seller after which this Agreement shall be of no further force and effect except that the provisions of Section 8 and Section 20 hereof shall survive termination for the time period specified therein.

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the Parties and the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any Party, except as provided in Section 6 and Section 16, without the prior consent of the other Party and the Escrow Agent. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and the Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of the Chancery Court of the State of Delaware or the Federal District Court for the District of Delaware. EACH PARTY AND THE ESCROW AGENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES AND/OR THE ESCROW AGENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIPS ESTABLISHING AMONG THE PARTIES HEREUNDER. THE PARTIES AND THE ESCROW AGENT FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING

CONSULTATION WITH LEGAL COUNSEL. This Agreement and any Joint Release Instruction may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties and the Escrow Agent to this Agreement may be transmitted by electronic transmission in .pdf and such .pdf will, for all purposes, be deemed to be the original signature of such Party and the Escrow Agent whose signature it reproduces, and will be binding upon such Party and the Escrow Agent. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable Laws and regulations. Where, however, the conflicting provisions of any such applicable Law may be waived, they are hereby irrevocably waived by the Parties and the Escrow Agent to the fullest extent permitted by Law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8, nothing in this Agreement, whether express or implied, shall be construed to give to any Person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder. Buyer and Seller agree, solely as between themselves, that, notwithstanding anything to the contrary contained in this Agreement or in any other agreement, in the event of any conflict or inconsistency between the terms of this Agreement (on the one hand) and the Purchase Agreement (on the other hand), the terms of the Purchase Agreement shall govern.

14. Compliance with Court Orders. In the event that any Adjustment Escrow Funds shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; *provided, however*, the Escrow Agent shall immediately notify each of the Parties, to the extent legally permissible, of any such writ, order or decree as well as the course of action the Escrow Agent intends to take upon the advice of its legal counsel. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. From and after the date of this Agreement, as requested by any Party or the Escrow Agent but without further consideration, each Party and the Escrow Agent shall execute and deliver or cause to be executed and delivered any such further information, instruments and documents as the other Party or the Escrow Agent, as applicable, shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure the other Party or the Escrow Agent the benefits hereof.

16. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and the Escrow Agent and their respective successors and assigns; *provided*, that except as expressly set forth below and expressly contemplated with regard to the Escrow Agent in Section 6, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party or the Escrow Agent (including by operation of Law) without the prior written consent of the other Party and the Escrow Agent. Any attempted assignment not in accordance with the terms of this Section 16 shall be null and void *ab initio*.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future Law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

18. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds with the Escrow Agent pursuant to the terms and conditions of this Agreement. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

19. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions “Citibank” by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by a Party, or on such Party’s behalf, without the prior written consent of the Escrow Agent.

20. Confidentiality. Except as required by Law, Escrow Agent agrees to keep confidential, and to cause any of its Affiliates or agents to keep confidential and not to disclose any and all documents, materials, and any other non-public information which it shall have obtained regarding the Parties in connection with the execution and delivery of this Agreement and its performance of its duties and obligations hereunder. This Section 20 shall survive termination of this Agreement for a period of twelve (12) months after such termination.

* * * * *

IN WITNESS WHEREOF, each of the Parties and the Escrow Agent have executed this Agreement as of the date set forth above.

BUYER:

AMERICAN CEMENTING, LLC

By: _____
Name:
Its:

SELLER:

BJ SERVICES, LLC

By: _____
Name:
Its:

ESCROW AGENT:

CITIBANK, N.A.

By: _____
Name:
Its:

Schedule 1

**ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent**

Acceptance Fee

To cover the acceptance of the Escrow Agent's appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived.

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the Escrow Account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on the Adjustment Escrow Funds being deposited in a "noninterest bearing deposit account", of Citibank, N.A., FDIC insured to the applicable limits.

Fee: Waived.

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived.

Transaction Fees

To oversee all required disbursements or release of property from the Escrow Account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived.

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this program is subject to internal approval of the third party depositing monies into the escrow account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

EXHIBIT A-1Certificate as to Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Buyer. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of the Adjustment Escrow Funds from the Escrow Account.

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT A-2Certificate as to Seller's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Seller. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of the Adjustment Escrow Funds from the Escrow Account.

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT D

Form of Deposit Escrow Agreement

[See attached.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of August [7], 2020, by and among American Cementing, LLC, a Delaware limited liability company (“Buyer”), BJ Services, LLC, a Delaware limited liability company (“Seller”) and Citibank, N.A., as escrow agent (the “Escrow Agent”). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of August 6, 2020, by and between Seller and Buyer. Each of Buyer and Seller is also referred to herein as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement and the deposit by Buyer with the Escrow Agent of an amount equal to USD \$1,750,000 (the “Escrow Deposit”);

WHEREAS, Buyer and Seller desire for the Escrow Deposit to be subject to the terms and conditions set forth herein and in the Purchase Agreement; and

WHEREAS, Buyer agrees to place or cause to be placed the Escrow Deposit in escrow and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Agreement and the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties and the Escrow Agent agree as follows:

1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein.

2. Escrow Deposit. Simultaneous with the execution and delivery of this Agreement, Buyer shall deposit with the Escrow Agent the Escrow Deposit in immediately available funds. The Escrow Agent hereby acknowledges receipt of the Escrow Deposit and agrees to hold the Escrow Deposit in a separate and distinct account (the “Escrow Account”) subject to and in accordance with the terms and conditions of this Agreement.

3. Investment of Escrow Deposit.

(a) The Escrow Agent shall not invest the Escrow Deposit and shall hold the Escrow Deposit in a “noninterest-bearing deposit account” of Citibank N.A., insured by the Federal Deposit Insurance Corporation (the “FDIC”) up to the applicable limits. The Escrow Deposit shall at all times remain available for distribution in accordance with the terms of Section 4 below.

(b) The Escrow Agent shall send an account statement to each of the Parties on a monthly basis reflecting activity in the Escrow Account for the preceding month.

4. Disposition and Termination of the Escrow Deposit. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Deposit as provided in, this Section 4 as follows:

(a) Joint Release Instruction.

(i) Subject to Section 4(a)(ii), the Escrow Agent shall hold the Escrow Deposit until Buyer and Seller submit a Joint Release Instruction (as defined below), setting forth the amounts and parties to whom the Escrow Deposit are to be disbursed pursuant to the Purchase Agreement. Upon receipt of such Joint Release Instruction with respect to the Escrow Deposit, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Joint Release Instruction, disburse the Escrow Deposit in accordance with such Joint Release Instruction.

(ii) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the Person or Persons (an “Authorized Representative”) set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent attached to an e-mail received on a Business Day from an e-mail address set forth in Section 11 (with receipt by the Escrow Agent confirmed). In the event a Joint Release Instruction or Final Determination is delivered to the Escrow Agent in accordance with this Agreement, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the Person or Persons designated in Exhibit A-1 and Exhibit A-2 annexed hereto (the “Call Back Authorized Individuals”), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not reasonably satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved to the reasonable satisfaction of the Escrow Agent. The Persons and telephone numbers for call backs may be changed only in a writing, executed by an Authorized Representative and actually received and acknowledged by the Escrow Agent in accordance with Section 11.

(b) Final Determination. If at any time any of the Parties receives a Final Determination, such Party shall concurrently deliver to the Escrow Agent and the other Party a copy of such Final Determination, and then upon receipt by the Escrow Agent of a copy of such Final Determination from any Party, the Escrow Agent shall (i) promptly deliver a courtesy copy of such Final Determination to the other Parties and (ii) on the fifth (5th) Business Day following receipt by the Escrow Agent of the Final Determination, disburse as directed, part or all, as the case may be, of the Escrow Deposit (but only to the extent such funds are available in the Escrow Account) in accordance with such Final Determination. Subject to the terms of this Section 4(b), the Escrow Agent will act on such Final Determination without further inquiry.

(c) Method of Payment. All payments of any part of the Escrow Deposit shall be made by wire transfer of immediately available funds as set forth in the Joint Release Instruction or Final Determination, as applicable.

(d) Certain Definitions.

(i) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by Law to be closed in New York, New York.

(ii) “Final Determination” means a final non-appealable order of any court of competent jurisdiction which may be issued with respect to the ownership or disbursement of Escrow Deposit, together with (A) a certificate executed by an Authorized Representative of the prevailing Party (as between Buyer and Seller) to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions executed by an Authorized Representative of the prevailing Party to effectuate such order.

(iii) “Governmental Entity” means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial or regulatory or administrative functions of or pertaining to government, including any court, arbitrator or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

(iv) “Joint Release Instruction” means the joint written instruction executed by an Authorized Representative of each of Buyer and Seller, which is executed by Buyer and Seller, to the Escrow Agent directing the Escrow Agent to disburse all or a portion of the Escrow Deposit, as applicable.

(v) “Person” means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall give the property held in escrow by it hereunder the same degree of care that it gives its own similar property, which in no event shall be less than the standard of care reasonably expected of a professional escrow agent. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, other than for purposes of the defined terms used but not defined herein, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement will control the actions of Escrow Agent. The Escrow Agent may rely upon and shall not be liable in the absence of its fraud, gross negligence or willful misconduct for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and reasonably believed by it to be genuine and to have been signed by the proper Party or Parties. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent authorized signers’ forms in the form of Exhibit A-1 and Exhibit A-2 attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Deposit. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be (a) delivered a Joint Release Instruction that eliminates such conflict or (b) directed otherwise in a Final Determination. The Escrow Agent may after thirty (30) days’ notice to each Party of its intention to do so interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions of, or its duties under, this Agreement. The Escrow Agent shall have no liability or obligation with respect to the Escrow Deposit except for the Escrow Agent’s fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable, directly or

indirectly, for any (x) damages, losses or expenses arising out of the services provided under this Agreement, other than damages, losses or expenses which result from the Escrow Agent's fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction or (y) special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by Buyer and Seller acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's line of business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such 30 day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Deposit (without any obligation to reinvest the same) and to deliver the same (x) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (y) as set forth in a Joint Release Instruction, at which time of delivery the Escrow Agent's obligations under this Agreement shall cease and terminate or (z) in accordance with the directions of a Final Determination, at which time of delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow agent prior to the expiration of 30 calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement and shall be borne by the Parties one half by Buyer and one half by Seller.

8. Indemnity. Each of Buyer and Seller agrees to jointly and severally indemnify the Escrow Agent and its Affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable and documented fees and expenses of one outside counsel and experts and their staffs and reasonable and documented out-of-pocket expenses of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with: (a) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of an Indemnatee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any such Indemnatee or (b) its following any Joint Release Instruction or other proper directions from the Parties received in accordance with this Agreement, except to the extent that its following any such instruction or direction is not permitted under the terms hereof or applicable Law. Notwithstanding anything to the contrary herein, Buyer and Seller agree, solely as between themselves, that any obligation for indemnification under this Section 8 shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Seller. The provisions of this Section 8 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement for a period of twelve

(12) months following such resignation or removal of the Escrow Agent or termination of this Agreement, as applicable.

9. Tax Matters. The Escrow Agent, its Affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its Affiliates. This Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with Buyer and Seller that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Deposit to anyone except pursuant (a) to the express terms of this Agreement or (b) as otherwise required by Law (*provided*, that in the case of clause (b), the Escrow Agent will provide the Parties with prior written notice of such delivery).

11. Notices. All notices, demands, requests, instructions, claims, consents, waivers and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment), received by email (with hard copy to follow) prior to 5:00 p.m. Eastern Time on a Business Day (or the next Business Day if after 5:00 p.m.), (b) on the next day if delivered by reputable overnight express courier (charges prepaid), or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to Buyer, Seller and the Escrow Agent shall be sent to the addresses indicated below:

if to Seller, then to:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375
Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

or, if to Buyer, then to:

American Cementing, LLC
c/o Argonaut Private Equity
7030 South Yale Ave., #810
Tulsa, Oklahoma 74136

Attn: Phil VanTrease
Email: philvt@argonautpe.com

with a copy to (which shall not constitute notice):
Frederic Dorwart, Lawyer PLLC
124 East Fourth Street
Tulsa, Oklahoma 74114
Attn: Steve Walton
Email: swalton@fdlaw.com

or, if to the Escrow Agent, then to:

Citibank, N.A.
Attn: Debbie DeMarco
Citi Private Bank
388 Greenwich Street, 29th Floor
Telephone: 212-783-7092
Facsimile: 212-783-7131
Email: debra.demarco@citi.com

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Account in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of both Buyer and Seller after which this Agreement shall be of no further force and effect except that the provisions of Section 8 and Section 20 hereof shall survive termination for the time period specified therein.

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the Parties and the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any Party, except as provided in Section 6 and Section 16, without the prior consent of the other Party and the Escrow Agent. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and the Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of the Chancery Court of the State of Delaware or the Federal District Court for the District of Delaware. EACH PARTY AND THE ESCROW AGENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES AND/OR THE ESCROW AGENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIPS ESTABLISHING AMONG THE PARTIES HEREUNDER. THE PARTIES AND THE ESCROW AGENT FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. This Agreement and any Joint Release Instruction may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties and the Escrow Agent to this Agreement may be transmitted by electronic transmission in .pdf and such .pdf will, for all purposes, be deemed to be the original signature of such Party and the Escrow Agent whose signature it reproduces, and will be binding upon such Party and the Escrow Agent. If any provision of this Agreement is

determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable Laws and regulations. Where, however, the conflicting provisions of any such applicable Law may be waived, they are hereby irrevocably waived by the Parties and the Escrow Agent to the fullest extent permitted by Law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8, nothing in this Agreement, whether express or implied, shall be construed to give to any Person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder. Buyer and Seller agree, solely as between themselves, that, notwithstanding anything to the contrary contained in this Agreement or in any other agreement, in the event of any conflict or inconsistency between the terms of this Agreement (on the one hand) and the Purchase Agreement (on the other hand), the terms of the Purchase Agreement shall govern.

14. Compliance with Court Orders. In the event that any Escrow Deposit shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; *provided, however*, the Escrow Agent shall immediately notify each of the Parties, to the extent legally permissible, of any such writ, order or decree as well as the course of action the Escrow Agent intends to take upon the advice of its legal counsel. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. From and after the date of this Agreement, as requested by any Party or the Escrow Agent but without further consideration, each Party and the Escrow Agent shall execute and deliver or cause to be executed and delivered any such further information, instruments and documents as the other Party or the Escrow Agent, as applicable, shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure the other Party or the Escrow Agent the benefits hereof.

16. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and the Escrow Agent and their respective successors and assigns; *provided*, that except as expressly set forth below and expressly contemplated with regard to the Escrow Agent in Section 6, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party or the Escrow Agent (including by operation of Law) without the prior written consent of the other Party and the Escrow Agent. Any attempted assignment not in accordance with the terms of this Section 16 shall be null and void *ab initio*.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future Law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

18. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds with the Escrow Agent pursuant to the terms and conditions of this Agreement. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

19. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions “Citibank” by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by a Party, or on such Party’s behalf, without the prior written consent of the Escrow Agent.

20. Confidentiality. Except as required by Law, Escrow Agent agrees to keep confidential, and to cause any of its Affiliates or agents to keep confidential and not to disclose any and all documents, materials, and any other non-public information which it shall have obtained regarding the Parties in connection with the execution and delivery of this Agreement and its performance of its duties and obligations hereunder. This Section 20 shall survive termination of this Agreement for a period of twelve (12) months after such termination.

* * * * *

IN WITNESS WHEREOF, each of the Parties and the Escrow Agent have executed this Agreement as of the date set forth above.

BUYER:

AMERICAN CEMENTING, LLC

By: _____
Name:
Its:

SELLER:

BJ SERVICES, LLC

By: _____
Name:
Its:

ESCROW AGENT:

CITIBANK, N.A.

By: _____
Name:
Its:

Schedule 1

**ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent**

Acceptance Fee

To cover the acceptance of the Escrow Agent's appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived.

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the Escrow Account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Deposit being deposited in a "noninterest bearing deposit account", of Citibank, N.A., FDIC insured to the applicable limits.

Fee: Waived.

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived.

Transaction Fees

To oversee all required disbursements or release of property from the Escrow Account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived.

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this program is subject to internal approval of the third party depositing monies into the escrow account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

EXHIBIT A-1Certificate as to Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Buyer. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Deposit from the Escrow Account.

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT A-2Certificate as to Seller's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Seller. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Deposit from the Escrow Account.

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT E

Form of Transition Services Agreement

[See attached.]

TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (this “Agreement”) is dated as of [●], 2020 (the “Effective Date”) by and between American Cementing, LLC, a Delaware limited liability company (“Service Recipient”) and BJ Services, LLC, a Delaware limited liability company (the “Service Provider”). Service Recipient and Service Provider are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, as set forth in the Asset Purchase Agreement, dated as of August 6, 2020 (the “Purchase Agreement”), by and among Service Recipient and Service Provider, Service Recipient has agreed to purchase from Service Provider and Service Provider has agreed to sell, transfer, assign and deliver to Service Recipient, in accordance with *inter alia*, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, the Acquired Assets, together with certain Assumed Liabilities, upon the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Service Provider will provide Service Recipient certain transition services, on the terms and conditions set forth and as described herein;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties and agreements contained herein, the Parties agree as follows:

1. Services Provided.

- 1.1. During the period commencing on the Effective Date and ending on the Termination Date, subject to the terms hereof, Service Provider shall provide to Service Recipient the services described on Annex A to this Agreement (each a “Service” and collectively, the “Services”), in each case until such Services are terminated in accordance with the terms hereof. Unless otherwise agreed to in writing by the Parties, all fees for such Services will be paid by Service Recipient in accordance with Section 2 and Section 3 below. Service Recipient acknowledges and agrees that Service Provider and certain of its Subsidiaries are debtors in the Bankruptcy Case and that, as such, it and such Subsidiaries are subject to limitations on debtors under chapter 11 of the Bankruptcy Code and subject to any orders of the Bankruptcy Court, and that, in addition, Service Provider is in the process of winding down, has significant limitations on its resources and has a limited ability to retain employees. Service Recipient agrees that the obligations and efforts (including commercially reasonable efforts) of the Service Provider set forth herein are qualified accordingly.
- 1.2. Service Provider shall perform the Services in a commercially reasonable manner not materially inconsistent, with the level of quality and the manner of the performance of such services by Service Provider in respect of the operations of the Business immediately prior to the Effective Date, subject to the limitations set forth in the last two sentences of Section 1.1 above. In furtherance of the foregoing,

Service Recipient acknowledges that, in connection with performing the Services hereunder, Service Provider shall have no obligation to change any practices or processes used by it prior to the Effective Date in performing the Services. EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 1.2, THE SERVICES ARE FURNISHED HEREUNDER ON AN “AS IS” CONDITION AND ON A “WHERE IS” BASIS, AND WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Nothing in this Agreement shall require Service Provider to take or refrain from taking any action that, in Service Provider’s reasonable judgment, could reasonably be expected to result in any breach or violation of any Law, any limitation imposed by Service Provider’s financing or its bankruptcy process or any contract to which Service Provider or any of its Subsidiaries is a party.

- 1.3. The Services will be provided during normal working hours and otherwise as reasonably requested or reasonably necessary to perform the Services. To the extent that Service Recipient is required to gain access to the Service Provider’s information technology infrastructure during the course of the provision of the Services, Service Provider shall provide Service Recipient and its employees such access to such information technology infrastructure in the same general manner as it made such information technology infrastructure available to Service Provider’s employees and contractors prior to the Effective Date. Service Recipient shall make available on a timely basis to Service Provider such information and materials as Service Provider may reasonably request, to the extent necessary to enable Service Provider (or an Affiliate of Service Provider or approved third-party service provider) to provide the Services, at no additional cost to Service Provider. Service Recipient shall provide Service Provider (or an Affiliate of Service Provider or approved third-party service provider) with reasonable access to Service Recipient’s premises or the Acquired Assets to the extent necessary for Service Provider to provide the Services, provided that all parties to which Service Recipient provides access shall conform to the policies and procedures of Service Recipient concerning health, safety and security.
- 1.4. Service Provider may (a) use its personnel, its Affiliates, and the personnel of such Affiliates and/or (b) employ the services of other third parties, in each case, to perform any or all of Service Provider’s obligations to provide Services under this Agreement; provided, that, for the purpose of providing any of the Services hereunder, the employment of any third party not already, as of immediately prior to the Effective Date, used by the Service Provider to perform functions included in such Services shall require the prior written consent of Service Recipient, which consent shall be in Service Recipient’s sole discretion. Service Provider shall be liable for the failure of any subcontractor to continue providing Services, except to the extent that such failure is due to the fault of Service Recipient.

- 1.5. Management of, and control over, the provision of all other Services and portions of the Services in accordance with the terms hereof (including the determination or designation at any time of the equipment, employees and other resources of Service Provider to be used in connection with the provision of such Services) shall reside solely with Service Provider, including with respect to all labor matters relating to any employees of Service Provider. Notwithstanding the foregoing, all Services listed on Annex A shall be provided in such a manner as to complete the required Services on or before the Termination Date.
- 1.6. The Parties each agree to (a) designate an appropriate point of contact and coordination for all questions and issues relating to the Services during the Term (as defined below) of this Agreement (each a “Transition Manager” and collectively, the “Transition Managers”) and (b) make available the services of appropriate qualified employees and resources to allow for the provision of the Services and to allow each Party to perform its duties, responsibilities and obligations related to the Services. The Transition Manager for Service Provider will be [●] and the Transition Manager for Service Recipient will be [●].
- 1.7. In providing the Services, Service Provider shall not be obligated to: (a) hire any additional employees; (b) maintain the employment of any specific employee; (c) purchase, lease or license any additional equipment or software; (d) create or supply any documentation or information not currently existing or available without commercially unreasonable effort; (e) pay any costs related to the transfer or conversion of data or other information to Service Recipient; (f) enter into additional contracts or agreements or change the scope of current contracts or agreements. Moreover, notwithstanding anything herein to the contrary, nothing herein shall prevent Service Provider from taking any reasonable actions in response to COVID-19 or any COVID-19 Measures, and no such actions shall be deemed to violate or breach this Agreement in any way.
- 1.8. Service Provider and Service Recipient each acknowledge the transitional nature of the Services, and Service Recipient agrees that it shall use commercially reasonable efforts to make a transition of each Service to its own internal organization or to obtain alternate third-party sources to provide the Services, and to migrate any Documents or other information comprising the Acquired Assets to Service Recipient, in each case as soon as reasonably possible following the Closing. Service Provider is not obligated to create any Documents or other information for Service Recipient or to provide them in a form or format other than the form or format in which they exist as of the Effective Date. Service Provider will provide the Documents and other information comprising Acquired Assets to Service Recipient in the formats and on media used by Service Provider, or native to the system in which such data or information resides. If Service Provider has any such information in an electronic format, Service Provider will deliver such information in such electronic format.
- 1.9. For the avoidance of doubt, the Services do not include the rendering of any legal advice or opinion or the provision of any legal representation.

2. Fees.

2.1. As consideration for the Services provided hereunder, Service Recipient shall pay to Service Provider a fee equal to:

- (a) the amount of all wages, bonuses and commissions, employee benefits (including worker's compensation and healthcare benefits), and payroll taxes relating to employment or engagement of all employees, independent contractors or agents of Service Provider that are providing Services, and all direct and indirect costs and expenses for general and administrative expenses, including but not limited to office space, office supplies, equipment and all other overhead expenses of a similar nature, in each case based on the allocation of the time of such personnel spent providing the Services (relative to the other time spent by such personnel in providing services to Service Provider or its Affiliates other than the Services) and allocation of other such costs used in the performance of the Services (relative to the extent such costs are for the benefit of Service Provider or its Affiliates other than in respect of the Services) ("Service Costs"); *plus*
- (b) an amount equal to 15% of the Service Costs (the "Surcharge"); *plus*
- (c) any and all documented out-of-pocket expenses and costs, including Taxes incurred by or on behalf of Service Provider or any of its Subsidiaries in connection with the provision of the Services hereunder to the extent such expenses and costs are not otherwise included in the Service Costs (the "Reimbursable Expenses" and, collectively with the Service Costs and the Surcharge, the "Fees"). All out-of-pocket costs and expenses incurred by or on behalf of the Service Provider or its Affiliates in providing the Services that are not Service Costs shall be Reimbursable Expenses hereunder.

The allocation of Service Costs set forth in clause (a) shall be monitored and recorded by Service Provider and provided to Service Recipient along with reasonable supporting information, and all records related to such allocation shall be available for audit or inspection by Service Recipient upon prior written reasonable request.

2.2. The Parties acknowledge and agree that on the Effective Date, the Service Recipient shall pay \$[●]¹ as the estimated Fees to be incurred hereunder (the "Budgeted Fees"). Service Provider shall use reasonable efforts to apprise Service Recipient of any material Reimbursable Expenses that were not contemplated as comprising the Budgeted Fees prior to incurrence of such Reimbursable Expenses; provided that this shall not be deemed to waive any right of Service Recipient to reasonably challenge whether an asserted expense that is not a Budgeted Fee qualifies as a Reimbursable Expense.

¹ **Note to Draft:** Parties to reasonably cooperate in good faith to determine amount prior to Closing.

- 2.3. Within ten (10) Business Days following the Termination Date of this Agreement, Service Provider shall provide to Service Recipient a report of the amounts of Service Costs and Reimbursable Expenses incurred by or on behalf of Service Provider in providing the Services during the Term (and reasonably detailed documentation evidencing such amounts), and if such actual Service Costs and Reimbursable Expenses are different from the aggregate amount of Budgeted Fees (after accounting for the Surcharge) paid to the Service Provider, including from the Designated Deposit Accounts pursuant to Section 3.2(a) (such aggregate amount, the “Prepaid Fees”), then the Parties shall work in good faith to reconcile the discrepancy, and the Service Provider shall pay to the Service Recipient (in the event such actual Fees are less than the Prepaid Fees) or the Service Recipient shall pay to the Service Provider (in the event such actual Fees exceed the Prepaid Fees), as applicable, the difference between such amounts as promptly as practicable, but in no event later than three (3) Business Days, after such reconciliation; provided that any and all Fees that are Taxes actually incurred by or on behalf of Service Provider or its Affiliates shall be the responsibility of Service Recipient, and shall be paid promptly after receipt by Service Recipient of a copy of such actual and documented Taxes.
 - 2.4. During the Term of this Agreement and for one month after the Termination Date, Service Recipient shall have the right, during normal business hours and on prior written notice to take such actions as are reasonably necessary to audit the amounts payable hereunder.
3. Deposit and Application of Proceeds.
 - 3.1. If Service Provider receives proceeds from Service Recipient’s customers intended for or on the account of Service Recipient (collectively, “Proceeds”), such Proceeds shall be collected by Service Provider and deposited into one or more segregated depository accounts designated by, and solely owned and in the name of, Service Provider, which accounts shall be used for the deposit of the Proceeds and the disbursement of amounts payable as Reimbursable Expenses hereunder (the “Designated Deposit Accounts”).
 - 3.2. On each [Wednesday] during the Term, Service Provider and Service Recipient shall cooperate to jointly determine the Proceeds received during the prior week (*i.e.*, Sunday through Saturday) and any additional Reimbursable Expenses that were not prepaid as Budgeted Fees and other deductions or offsets to the Proceeds, if any (the “Weekly Reconciliation”). Within five (5) Business Days after each Weekly Reconciliation, Service Provider shall disburse the Proceeds attributable to such Weekly Reconciliation from the Designated Deposit Accounts in the following order of priority: (a) to pay any Reimbursable Expenses incurred in excess of such amounts comprising the Budgeted Fees; and (b) to pay Service Recipient any remaining Proceeds.
 - 3.3. Within thirty (30) days after the end of the Term, or as soon as practicable thereafter, Service Provider and Service Recipient shall together work in good faith

to agree to a final, written reconciliation of the Proceeds (the “Final Reconciliation”), as a final settlement of accounts between Service Provider and Service Recipient. Within five (5) Business Days after the completion of the Final Reconciliation, Service Provider shall disburse the remaining Proceeds in the Designated Deposit Accounts based on the order of priority set forth in Section 3.2 above. During the Term and thereafter until completion of the Final Reconciliation, Service Provider and Service Recipient shall have reasonable access during normal business hours to the records of the other Party relating to: (1) the Reimbursable Expenses; (2) the Proceeds; and (3) records relating to Service Provider’s provisions of the Services.

4. Taxes. Service Recipient shall pay (or shall reimburse Service Provider for) all Taxes imposed on Service Provider or its Affiliates or that Service Provider or its Affiliates has any obligation to collect with respect to or relating to this Agreement, the Services or the performance by Service Provider of its obligations under this Agreement, other than income Taxes, gross receipt Taxes or similar Taxes imposed on the income or gross receipts of Service Provider. For the avoidance of doubt, such reimbursable Taxes include but are not limited to any value added, sales, use or excise Tax so long as such Taxes are properly evidenced and invoiced to Service Recipient. If additional amounts are determined to be due on the Services or the performance by Service Provider of its obligations under this Agreement, Service Recipient agrees to reimburse Service Provider for the additional amounts due from Service Provider including Tax, interest and penalty.
5. Term and Termination.
 - 5.1. Term. This Agreement shall become effective on the Effective Date and, unless sooner terminated in accordance with the terms hereof, shall continue in effect until thirty (30) days after the Effective Date (the “Termination Date”), except as otherwise provided in this Section 5 (the “Term”). All Services will be terminated on the Termination Date, except as otherwise provided in this Section 5.
 - 5.2. Termination. This Agreement (or any of the individual Services) may be terminated earlier (and the Termination Date (with respect to such individual Services, if applicable) shall be effective as of such termination) in accordance with any of the following provisions:
 - (a) By mutual written consent of the Parties;
 - (b) By Service Recipient, upon fourteen (14) days’ prior written notice given at any time to Service Provider, effective as of the date specified in such written notice; or
 - (c) By Service Recipient pursuant to any Law, Order or limitations imposed by the Bankruptcy Court or any financing and funding matters related thereto;
 - 5.3. Effect of Termination. For the avoidance of doubt, Service Recipient may terminate any Services without terminating the entire Agreement. Upon termination of any or all Services in accordance with this Section 5, (a) Service Provider shall have no further obligation to provide the applicable terminated Services and (b) Service

Recipient will have no obligation to pay Reimbursable Expenses to the extent incurred with respect to actions taken in the provision of such terminated Services after such termination, other than for or in respect of steps already taken by Service Provider in the provision of such Services prior to such termination. Notwithstanding the foregoing, upon the termination of this Agreement, or upon the termination of all Services provided hereunder, Service Provider shall be entitled to prompt payment or reimbursement of, and Service Recipient shall promptly pay and reimburse Service Provider for, all amounts accrued (whether or not invoiced) or due hereunder as of the date of such termination.

- 5.4. Survival. Notwithstanding the expiration or early termination of this Agreement or any Services hereunder, this Section 5 and Sections 7 through 16 will survive termination of this Agreement.
6. Intellectual Property. Subject to the terms and conditions of this Agreement, and without limitation on the terms of the Purchase Agreement, during the Term, Service Recipient grants to Service Provider and Service Provider hereby accepts a limited, non-exclusive, non-sublicenseable, non-transferable and non-assignable right to use the Acquired Assets solely for the purposes of performing the Services in accordance with the terms of this Agreement. Service Provider acknowledges that except as provided in the Purchase Agreement, (a) it has no right, title or interest in or to the Acquired Assets, and (b) all rights, title and interest in or to the Acquired Assets, express or implicit, belong exclusively to Service Recipient.
7. Confidentiality. Each Party (in such capacity, the “Receiving Party”) acknowledges that it may have access to or otherwise receive certain information or data, regardless of whether it is in tangible form, concerning the business, plans, strategies, customers, technology, intellectual property, services, products and pricing (“Confidential Information”) of the other Party (in such capacity, the “Disclosing Party”) that is confidential, regardless of whether it is marked or identified as such. The terms and conditions of this Agreement will also be considered each Party’s “Confidential Information” hereunder. Confidential Information is of substantial value to the Disclosing Party, which value would be impaired if it was disclosed to third parties. The Receiving Party shall (a) not use the Confidential Information except for internal use to perform its obligations under this Agreement, (b) not disclose Confidential Information other than to its directors, officers, employees, representatives and advisors who are required to have access to such Confidential Information in order to perform the Receiving Party’s obligations under this Agreement, provided that such persons are directed to comply with the terms of this Section 7 as if they were a Receiving Party hereunder, and provided further that the Receiving Party shall be responsible for any breach of such terms by such persons, and (c) protect the confidentiality of such Confidential Information and avoid disclosure and unauthorized use thereof. If a Receiving Party is requested pursuant to, or required by, applicable Law or legal process to make any disclosure of Confidential Information, it shall first provide the Disclosing Party with prompt written notice of such request or requirement in order to enable the Disclosing Party to seek an appropriate protective order or other remedy (and if the Disclosing Party seeks such an order, the Receiving Party shall provide such cooperation as the Disclosing Party shall reasonably request at the Disclosing Party’s expense) and shall

consult with the Disclosing Party with respect to taking steps to resist or narrow the scope of such disclosure.

8. Dispute Resolution. In the event of any dispute between the Parties with respect to the provision of any Service pursuant to this Agreement, each Party's Transition Manager shall attempt to resolve the dispute and each Transition Manager will use his or her commercially reasonable efforts to resolve the dispute promptly. If the Transition Managers are unable to resolve the dispute within five (5) Business Days of the submission of the dispute to them, the Parties hereby irrevocably consent to the exclusive jurisdiction of the Chosen Courts for the resolution of any such dispute. The failure of the Transition Managers to resolve a dispute pursuant to this Section 8 shall not relieve a Party hereto of its obligations hereunder.
9. Indemnification; Scope of Liability.
 - 9.1. Service Recipient shall indemnify Service Provider and its Affiliates and each of their respective officers, directors, members, representatives, agents and employees against and hold them harmless from any Losses incurred by any such indemnified person to the extent resulting from the performance of Services by Service Provider or any of its Affiliates, other than any Losses resulting from the gross negligence, fraudulent or bad faith acts, or willful misconduct of Service Provider, as determined by a court of competent jurisdiction in a final and nonappealable judgment.
 - 9.2. Except as otherwise specifically provided in this Agreement (and excluding the Fees and any other amounts payable by Service Recipient hereunder or under the Purchase Agreement or any claims arising under the Purchase Agreement), Service Provider acknowledges that its sole and exclusive monetary remedy with respect to any claims relating solely to this Agreement shall be pursuant to the terms of this Section 9. In furtherance of the foregoing, Service Provider and Service Recipient each hereby waives, each on behalf of itself and its respective Affiliates and indemnified parties hereunder, from and after the Closing, any and all rights, claims and causes of action they may otherwise have against Service Provider or any other party arising under or based upon Law or otherwise to the extent relating to this Agreement. To the maximum extent permitted by applicable Law, in no event shall any Loss for which indemnification is provided under this Section 9 include consequential, lost profits, special, punitive, incidental or indirect damages.
10. Independent Contractor. The Parties hereto understand and agree that this Agreement does not make any of them an agent or legal representative of the other for any purpose whatsoever. No Party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever. The Parties expressly acknowledge that Service Provider is an independent contractor with respect to Service Recipient in all respects, including the provision of the Services, that Service Provider is solely responsible for its own employees and permitted contractors and that the Parties are not partners, joint venturers, employees or agents of or with each other.

11. Force Majeure. In the event that performance of any Service is interrupted, or performance of any terms or provisions of this Agreement (except for the payment of any Fees or any other amounts payable by Service Recipient hereunder) is delayed or prevented, in whole or in part, because of or related to compliance with any Order or Law, or because of riots, war, public disturbance, pandemic (including COVID-19 and any policy, procedure or protocol of Service Provider or its Affiliates in response to COVID-19 or any COVID-19 Measures), strike, labor dispute, fire, explosion, storm, flood, earthquake, acts of God, acts of terrorism, unavailability of supplies, major breakdown or failure of transportation, manufacturing, distribution or storage facilities, or for any other reason that is not within the control of the Service Provider (each, a “Force Majeure Event”), then upon prompt written notice to the Service Recipient providing reasonable detail as to the nature of such Force Majeure Event, the Service Provider shall be excused from its obligations hereunder so long as such Force Majeure Event continues, and no liability shall attach against the Service Provider on account thereof.
12. Entire Agreement. This Agreement and the Purchase Agreement (in each case, to the extent referenced herein) constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.
13. Amendment; Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Service Provider and Service Recipient or (b) waived only in a writing executed by the person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.
14. Assignment. Neither Party may, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Agreement without the other Party’s prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
15. Annexes. Annex A shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. In the event of any inconsistency between the terms of Annex A and the terms set forth in the main body of this Agreement, the terms of this Agreement shall govern.
16. Other Agreements. This Agreement is not intended to amend or modify, and should not be interpreted to amend or modify in any respect the rights and obligations of Service Provider and Service Recipient under the Purchase Agreement. Sections 10.3, 10.6, 10.7, 10.8, 10.9, 10.13, 10.14, 10.15, 10.19 and 11.3 of the Purchase Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* to the terms of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SERVICE RECIPIENT

AMERICAN CEMENTING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SERVICE PROVIDER

BJ SERVICES, LLC

By: _____

Name: _____

Title: _____

ANNEX A**TRANSITION SERVICES**

Service	Service Description
Microsoft BDX	ERP software managed by Infosys, supports apps used in day-to-day operations. Company to provide access to all relevant BDX files related to Cementing division and facilitate transfer of files.
Coupa	Company to provide access to all relevant files contained on the Coupa module related to Cementing division and facilitate transfer of files.
Infosys	Primary ERP software infrastructure manager for day-to-day operations. Company to provide access to Infosys and appropriate personnel to facilitate access and transfer of data to Service Recipient system.
OFS	Application built on top of BDX infrastructure used for day-to-day operations of Cementing and Frac segments. Company to provide access to OFS data and personnel to facilitate access and transfer to Service Recipient system.
ARMS	Database software and application used for Cementing segment operations. Company to provide access to ARMS data and personnel to facilitate access and transfer to Service Recipient system.
Intellix	Third-party safety data and reporting software. Company to provide access to Intellix data and personnel to facilitate access and transfer to Service Recipient system or account.
OneStream	Software utilized by Financial reporting teams. Company to provide access to OneStream data and personnel to facilitate access and transfer to Service Recipient system.
Workday	Third party payroll provider. Company to provide access to Workday data and personnel to facilitate access and transfer to Service Recipient accounts.
OrbCom	Third party service for Department of Transportation safety data management. Company to provide access to OrbComb historical data and personnel to facilitate access and transfer to Service Recipient accounts.
Phone/Internet	AT&T business account shared across BJ Services. Company to provide access to AT&T accounts to facilitate transfer of data to Service Recipient accounts.

Service	Service Description
Concur	Third-party expense account management. Company to provide access to Concur data and personnel to facilitate access and transfer to Service Recipient account.
Drug Testing	Third party management of drug-testing. Company to provide access to Drug Testing data and personnel to facilitate access and transfer to Service Recipient account.
Microsoft 360	Microsoft office suite and filing management suite via SharePoint or OneDrive. Company to facilitate access and transfer to Service Recipient account.
ARMS	Cementing specific ERP. Company to facilitate access and transfer to Service Recipient account.
Curistec	Lab database. Company to facilitate access and transfer to Service Recipient account.
Cemfacts	Primary cementing design software. Company to facilitate access and transfer to Service Recipient account.
Department of Transportation Records	Company to facilitate access and transfer to Service Recipient account.

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (this “Amendment”) is made to be effective as of the 19th day of August, 2020, by and between BJ Services, LLC, a Delaware limited liability company (“Seller”) and American Cementing, LLC, a Delaware limited liability company (“Purchaser” and together with Seller, collectively, the “Parties”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement by and among the Parties and dated as of August 6, 2020 (the “Agreement”).

RECITALS:

WHEREAS, the Parties entered into the Agreement on August 6, 2020; and

WHEREAS, in accordance with Section 10.5 of the Agreement, the Parties desire to amend the Agreement as provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Section 2.1(a)(v) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(v) \$29,900,000 shall be deemed to be in consideration for all Core Equipment;”

2. Section 2.1(a) of the Agreement is hereby amended to include the following new Section 2.1(a)(vi):

“(vi) the Cash Payment less the amounts set forth in Sections 2.1(a)(i) – (v) shall be deemed to be in consideration for all other Acquired Assets for which an allocation is not made hereunder.”

3. The reference to “August 17, 2020” in Section 8.1(c) of the Agreement is hereby amended to read “August 21, 2020 (or such other date as is mutually agreed to by the Parties in writing, email being sufficient)”.

4. Section 8.1(k) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(k) by written notice from Purchaser to the Company, if Purchaser is not the Successful Bidder at the Auction; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(k) until on or after September 4, 2020, and, notwithstanding Purchaser not having been the Successful Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(k), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by

Purchaser's right to terminate this Agreement pursuant to this Section 8.1(k). Notwithstanding anything to the contrary in the Bidding Procedures Order, Purchaser's right to terminate the Agreement under this provision shall not be impaired if Purchaser is selected as the Backup Bidder."

5. Schedule 1.1(e) of the Agreement is amended by deleting Schedule 1.1(e) in its entirety and replacing it with Schedule 1.1(e) attached hereto.

6. Except as expressly provided herein, the terms of the Agreement (including all Exhibits and Schedules thereto) shall remain in full force and effect without modification and are hereby ratified and affirmed. Upon the effectiveness of this Amendment, each reference in the Agreement and each reference in the Agreement (in each case including all Exhibits and Schedules thereto) to "this Agreement," "hereunder," "hereof," "herein" or words of similar import shall mean and be a reference to the Agreement (including all Exhibits and Schedules thereto, as applicable) as modified by this Amendment. This Amendment shall be governed by all provisions of the Agreement, unless the context otherwise requires, including all provisions concerning enforcement, notices, governing law and venue. Any conflict between the provisions of this Amendment and the Agreement shall be controlled by the provisions of this Amendment.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument. This Amendment may be executed by facsimile, pdf or other electronic signature, which shall be valid for all purposes.

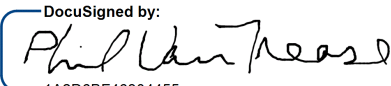
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

PURCHASER

AMERICAN CEMENTING, LLC

By: APE IV Cementing, LLC, its manager

DocuSigned by:

By: _____
1A2D08BF40304455...

Name: Phil VanTrease

Title: Chief Financial Officer

SELLER

BJ SERVICES, LLC

By: 
Name: Anthony C. Schnur
Its: Chief Restructuring Officer

Schedule 1.1(e)

Equipment

[See Attached Equipment List.]

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1232086	SUB-035	Forklift	Body Load	Auxiliary	FORKLIFT			Fork Lift			CPG182-9E0195
1232087	SUB-039	Forklift	Body Load	Auxiliary	FORKLIFT			Fork Lift			W1F4-960120
1232088	SUB-040	Forklift	Body Load	Auxiliary	FORKLIFT			Fork Lift			YG1F2-9M0507
1232089	SUB-041	Forklift	Body Load	Auxiliary	FORKLIFT			Fork Lift			YG1F2-9M0508
1232106	TRB-607	Maintenance Truck	Tractor	Tractor	MAINT TRUCK PETE 330 ISC		Peterbilt		335	2008	2NPLHN7X98M750588
1232111	FUB-006	Utility	Body Load	Auxiliary	STAKEBED TANDEM ISC		Peterbilt		340	2009	2NPRLN9X99M750629
1232131	TRB-601	Tractor	Tractor	Tractor	STAKEBED TANDEM ISC		Peterbilt		348	2011	2NP3LN9XXBM116855
1232137	TRB-602	Tractor	Tractor	Tractor	STAKEBED TANDEM ISC		Peterbilt		335	2007	2NPLLZ9X27M663584
1232138	TRB-722	Maintenance Truck	Tractor	Tractor	MAINT TRUCK PETE 330 ISC		Peterbilt		335	2007	2NPLHZ7X37M669155
1232156		Consumable	Fixed		PIPING INSTRUMENTATION & CENTR						
1232157	CTS-383	Silo	Skid	Auxiliary	LIBERTY SILOS 16309						6500C049
1232158	CTS-384	Silo	Skid	Auxiliary	LIBERTY SILOS 16310						
1232159	CTS-385	Silo	Skid	Auxiliary	LIBERTY SILOS 16311						
1232160	CTS-386	Silo	Skid	Auxiliary	LIBERTY SILOS 16312						
1232161	CTS-387	Silo	Skid	Auxiliary	LIBERTY SILOS 16313						
1232162	CTS-388	Silo	Skid	Auxiliary	LIBERTY SILOS 16314						38011
1232163		Consumable	Fixed		PIPING INST.& CONTROL						
1232164		Silo	Fixed		SILO SLAB						
1232174	CTS-085	Silo	Skid	Auxiliary	1000 CU FT CEMENT SILO						
1232175	CTS-086	Silo	Skid	Auxiliary	1000 CU FT CEMENT SILO						
1232176	CTS-087	Silo	Skid	Auxiliary	1000 CU FT CEMENT SILO						
1232177	CTS-088	Silo	Skid	Auxiliary	1000 CU FT CEMENT SILO						
1232179	CTS-089	Silo	Skid	Auxiliary	1000 CU FT CEMENT SILO						
1232319		Cranes	Fixed		6 1/2 TON OVERHEAD CRANE						K0-56313
1232368		Shop Equipment	Fixed		ALKOTA HOT PRESSURE WASHER						
1232376		Lab Eq	Fixed		OIL & LUBE SYSTEM SHOP						
1232379		Lab Eq	Fixed		OIL / WATER SEPARATOR						
1232387		Lab Eq	Fixed		OIL / WATER SEPARATOR						
1232392		Bulk Plant	Fixed		REBUILD BULK PLANT COMPRESSORS						
1232410		Misc	Fixed		INTERSYSTEMS CEMENT SAMPLER						
1232411	CTS-091	Silo	Skid		970 CU FT CEMENT SILO					1981	BJ6500A844
1232412	CTS-092	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						6500A845
1232413	CTS-093	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						1446
1232415	CTS-094	Silo	Skid	Auxiliary	1300 GAL PORTABLE CEMENT SILO						BJ6500B191
1232416	CTS-095	Silo	Skid	Auxiliary	1300 GAL PORTABLE CEMENT SILO						BJ6500B192
1232419	CTS-098	Silo	Skid	Auxiliary	1300 GAL PORTABLE CEMENT SILO						BJ6500B196
1232421	CTS-100	Silo	Skid	Auxiliary	1300 GAL PORTABLE CEMENT SILO						BJ6500B198
1232424	CTS-103	Silo	Skid	Auxiliary	1300 GAL PORTABLE CEMENT SILO						1481
1232425	CTS-104	Silo	Skid	Auxiliary	1300 GAL PORTABLE CEMENT SILO						1497
1232431	CTS-109	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						S8
1232433	CTS-111	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						6500B276
1232445	CTS-357	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						1003-18
1232449	CTS-115	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						BJ6500B281
1232451	CTS-116	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO						6492
1232456	CTS-354	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						1003-23
1232457	CTS-355	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						1003-24
1232458	CTS-356	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						1003-41
1232459	CTS-120	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO						BJ6500B842
1232460		Misc	Fixed	Fixed Asset	ASSY BLOWER, GARDNER DENVER						
1232486	CTS-122	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD						4216
1232487	CTS-123	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD						6500c365
1232489	CTS-124	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD						BJ6500C369
1232490	CTS-125	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD						BJ6500C382
1232520		Silo	Fixed		SILO MICRO-CELL STRAIN						AF1473
1232536		Silo	Fixed		2200 CU FT CEMENT SILO						
1232541		Lab Eq	Fixed		UCA CELL						873
1232544		Lab Eq	Fixed		CONSTANT SPEED CEMENT MIXER						175
1232551		Lab Eq	Fixed		UCA CELL						466L
1232569		Lab Eq	Fixed		MODEL 7 CONSISTOMETER						401
1232573		Lab Eq	Fixed		STIRRING FLUID LOSS CELL						106
1232591		Lab Eq	Fixed		UCA CELL						188
1232592		Lab Eq	Fixed		UCA CELL						239
1232594		Lab Eq	Fixed		CONSISTOMETER UPGRADE						
1232607		Lab Eq	Fixed		UCA CELLS - CEMENT TESTING						158
1232625		Lab Eq	Fixed		CONSISTOMETER UPGRADE TO MAG						

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1232628		Lab Eq	Fixed		UCA HARDWARE & SOFTWARE						
1232630		Lab Eq	Fixed		DUAL CELL CONSISTOMETER						140
1232634		Lab Eq	Fixed		CHANDLER CONSISTOMETER						353
1232636		Lab Eq	Fixed		STIRRED FLUID LOSS CELL					SF1	
1232646		Lab Eq	Fixed		DUAL CELL CONSISTOMETER						136
1232647		Lab Eq	Fixed		REBUILT HALLIBURTON UCA						155
1232648		Lab Eq	Fixed		UPGRADE/REBUILT UCA						156
1232649		Lab Eq	Fixed		UPGRADE/REBUILT UCA						158
1232651		Lab Eq	Fixed		REBUILT UCA						159
1232652		Lab Eq	Fixed		CONSISTOMETER CHILLER						
1232655		Lab Eq	Fixed		STIRRING FLUID LOSS CELL						238
1232659	CTS-129	Silo	Skid	Auxiliary	970 CU.FT.BULK CEMENT SILO						BJ6800L443
1232660	CTS-130	Silo	Skid	Auxiliary	970 CU.FT.BULK CEMENT SILO						BJ6800L444
1232667		Lab Eq	Fixed		DUAL CELL MODEL 8 CONSISTOMETE						166
1232673		Lab Eq	Fixed		MODEL 4002 DUAL CONSISTOMETER						138
1232674		Coil	Fixed		CTE 40-600 HTHP CONSISTOMETER						187
1232680		Consumable	Fixed		DIGITAL SCALES/AUTOMATED LOAD						
1232682		Lab Eq	Fixed		HPHT CONSISTOMETER						613
1232683		Lab Eq	Fixed		HPHT CONSISTOMETER						611
1232706		Lab Eq	Fixed		ASSY, UCA, 5000 PSI						166
1232707		Lab Eq	Fixed		ASSY, UCA, 5000 PSI						165
1232708		Lab Eq	Fixed		DUAL CELL UCA MACHINE						448
1232711		Lab Eq	Fixed		ULTRASONIC CEMENT ANALYZER						169
1232714		Lab Eq	Fixed		DUAL CELL UCA						466
1232726		Lab Eq	Fixed		CONSISTOMETER REBUILD						142
1232740		Lab Eq	Fixed		DUAL CELL CONSISTOMETER						186
1232748		Lab Eq	Fixed		CONSISTOMETER CHILLER						
1232818		Lab Eq	Fixed		Consistometer HPHT		Chandler		7322	2012	614
1232819		Lab Eq	Fixed		Consistometer HPHT		Chandler		7322	2012	615
1232820		Lab Eq	Fixed		CHANDLER UCA TWIN CELL SYSTEM						467
1232831		Lab Eq	Fixed		Ultra Sonic Cement Analyzer						H14
1232832		Lab Eq	Fixed		ATMOSPHERIC CONSISTOMETER						AC1
1232838		Lab Eq	Fixed		MODEL 200 ATMOSPHERIC						AC2
1232839		Lab Eq	Fixed		MODEL 200 ATMOSPHERIC						AC3
1232840		Lab Eq	Fixed		LOW PRESSURE VESSELS FOR UCA						159
1232841		Lab Eq	Fixed		LOW PRESSURE VESSELS FOR UCA						156
1232853		Lab Eq	Fixed		STIRRED FLUID LOSS CELL					SF2	
1232854		Lab Eq	Fixed		DUAL CELL CONSISTOMETER						
1232857		Lab Eq	Fixed		DUAL CONSISTOMETER						785
1232915		Bulk Plant	Fixed		ACID BLD & BULK CEMENT BLD					2006	79187970
1232936	TRH-1822	Tractor	Tractor	Tractor	STAKEBED TANDEM ISC		Peterbilt		335	2006	2NPLLZ9X36M646176
1232940	TRB-752	Tractor	Tractor	Tractor	STAKEBED TANDEM ISC		Peterbilt		335	2007	2NPLLZ9X77M663581
1232951		Land	Fixed		2.435 ACRES LIBERTY TEXAS						
1232995		Light Duty Vehicle	Body Load	Auxiliary	PICKUP SUPCREW 4X4 XLT 11 F150		Ford		F-150	2011	1FTFW1EF38FB85446
1232996	FUF-290	Utility	Trailer	Auxiliary	PICKUP F350 DIE C/C		Ford		F-350		
1232997		Lab Eq	Fixed		LAB EQ PRESS CONSISTOMETER						1309
1232999		Lab Eq	Fixed		LAB MOD 50C VISCOMETER						91056620
1233000		Lab Eq	Fixed		LAB MOD 50C VISCOMETER						92128608
1233006	CTS-137	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2012	5774
1233008	CTS-139	Silo	Skid	Auxiliary	970 CF SKD FIELD SILO						
1233009	CTS-140	Silo	Skid	Auxiliary	970 CF SKD FIELD SILO						BJB73019
1233019	CTS-149	Silo	Skid	Auxiliary	970 CF SKD FIELD SILO						BJB73124
1233020	CTS-150	Silo	Skid	Auxiliary	970 CF SKD FIELD SILO						
1233021	CTS-151	Silo	Skid	Auxiliary	SILO, 1300 CU FT		S F COMPANY		1300 CU FT	1978	456
1233022	CTS-152	Silo	Skid	Auxiliary	970 CF SKD FIELD SILO						BJB73162
1233026	CTS-156	Silo	Skid	Auxiliary	SILO, 1300 CU FT		CLC		1300 CU FT	2007	1499
1233027	CTS-157	Silo	Skid	Auxiliary	1300 CU FT SKIDFIELD SI						
1233029	CTS-159	Silo	Skid	Auxiliary	970 CU FT BULK TANK						BJB73263
1233031	CTS-161	Silo	Skid	Auxiliary	SILO, 970 CU FT						BJB73271
1233033	CTS-163	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2012	6194
1233034	CTS-164	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2012	6169
1233035	CTS-165	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2012	6371
1233036	CTS-166	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2012	6372
1233038	CTS-168	Silo	Skid	Auxiliary	SILO, 1300 CU FT						
1233039	CTS-169	Silo	Skid	Auxiliary	SILO, 1300 CU FT						6195

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1233040		Shop Equipment	Fixed		DUST COLLECTOR						
1233043	CTS-170	Silo	Skid	Auxiliary	SILO, 1300 CU FT		MIDCAB		1300 CU FT	1981	BJ422
1233045		Air Compressor	Fixed	Auxiliary	AIR COMPRESSOR SKID						
1233049	CTS-172	Silo	Skid	Auxiliary	1300 CFT SILO						
1233052		Silo	Fixed		2200 CUBIC FT CMT SILO						
1233059	CTS-175	Silo	Skid	Auxiliary	970 CU FT SKD SILO			Wilco			6599
1233061	CTS-177	Silo	Skid	Auxiliary	970 CU FT SKD SILO						5782
1233063	CTS-394	Silo	Skid	Auxiliary	1100 CU FT SKD SILO						BJ120
1233064	CTS-179	Silo	Skid	Auxiliary	1300 CU FT SKD SILO						541
1233065	CTS-180	Silo	Skid	Auxiliary	950CF CMNT. FIELD BIN						
1233066	CTS-181	Silo	Skid	Auxiliary	970 CFT FIELD SILO						BJBJ266
1233067	CTS-182	Silo	Skid	Auxiliary	970 CFT FIELD SILO						BJBJ267
1233068	CTS-395	Silo	Skid	Auxiliary	1100CF CMNT FIELD BIN						BJ268
1233069	CTS-184	Silo	Skid	Auxiliary	950CF CMNT FIELD BIN						
1233075	CTS-186	Silo	Skid	Auxiliary	1300 CU FT SKD SILO						3248
1233076	CTS-187	Silo	Skid	Auxiliary	970 CU FT SKD SILO						
1233077	CTS-188	Silo	Skid	Auxiliary	970 CU FT SKD SILO						BJBJ599
1233080	CTS-191	Silo	Skid	Auxiliary	970 CU FT SKD SILO						BJBJ603
1233081	CTS-192	Silo	Skid	Auxiliary	970 CU FT SKD SILO						BJBJ604
1233090	CTS-195	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2011	5028
1233107		Lab Eq	Fixed		PC-10 PORTABLE CONSISTOMETER						RP129
1233108		Facilities	Fixed		Alvin Office Equip/Furn						
1233115	CTS-197	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2012	5772
1233170	FUF-176	Utility	Trailer	Auxiliary	Large BBQ Trailer w/Canopy		Shopbuilt		Blank	1981	TST435114SPLA
1233193	FUF-178	Utility	Trailer	Auxiliary	Double Axle-22 ft Utility Trai		R & J Trailer		TRL	1993	RJT510000401
1233228	SUB-031	Forklift	Body Load	Auxiliary	FORKLIFT			Fork Lift			H177B51901B
1233239	SUB-033	Forklift	Body Load	Auxiliary	FORKLIFT			Fork Lift			B875V10243K
1233249	TRB-244	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X6CD137433
1233250	CUT-006	Utility	Trailer	Auxiliary	COMPRESSOR TRAILER		American		UV16	2011	17YBP1627BB046476
1233255	FUF-179	Utility	Trailer	Auxiliary	TRAILER UTILITY		Texas Bragg		ED16	1997	ST580631SPLA
1233272	FUF-289	Utility	Trailer	Auxiliary	TRAILER UTILITY					1981	00000000H0002308
1233286	CUF-014	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid	0	Utility		TS	1981	128121246
1233294	CBF-056	Batch Mixer	Trailer	Auxiliary	SKID BATCH MIX						
1233295	CBF-022	Batch Mixer	Trailer	Auxiliary	SKID BATCH MIX						381210
1233316	TRH-1388	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPF49X77D735890
1233330	TRH-469	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X48D740016
1233381	TRH-412	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X18D740040
1233385	TRH-455	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X98D740044
1233394	TRH-596	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X08D739882
1233411	TRW-164	Tractor	Tractor	Tractor	TRACTOR,WINCH ISX 6X4 PB 213WB		Peterbilt		367	2008	1XPTD49X08D739896
1233417	TRW-054	Tractor	Tractor	Tractor	TRACTOR WINCH W/HYD ISX		Peterbilt		367	2008	1XPTD49X8D739971
1233422	TRH-1837	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		367	2008	1XPTD49X38D739889
1233429	TRH-1974	Tractor	Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 2		Peterbilt		367	2008	1XPTD49X98D740058
1233447	TRH-1972	Tractor	Tractor	Tractor	TRACTOR,CONV HYD2 ISX 6X4 PB 2		Peterbilt		367	2008	1XPTD49X18D739888
1233449	TRH-551	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X78D739894
1233450	TRH-651	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X98D739895
1233455	TRH-600	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X18D739986
1233456	TRH-502	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X38D739987
1233462	TRH-652	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		384	2008	1XPVMDRX8D740065
1233470	TRB-351	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X28D739916
1233476	TRB-352	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X88D739998
1233479	TRB-353	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X28D740001
1233490	TRB-354	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X98D740013
1233491	TRB-108	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X08D740014
1233492	TRB-220	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X28D740015
1233493	TRB-355	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X38D740069
1233495	TRB-256	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X18D740071
1233496	TRB-356	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X38D740072
1233521	TRB-229	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X88D739922
1233524	TRB-230	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X38D739925
1233528	TRB-110	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X08D739929
1233530	TRB-177	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X98D739931
1233532	TRB-167	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X28D739933
1233533	TRB-168	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X8D740103
1233535	TRB-179	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2008	1XPTD49X38D740105

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1233555	CUB-007	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK ISX		Peterbilt		367	2008	1NP1L49X98D740249
1233562	TRH-607	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X38D740122
1233564	TRH-504	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X78D740124
1233570	TRH-608	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2008	1XPTD49X48D740131
1233611	TRH-1474	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		367	2008	1XPTD49X58D740168
1233638	TRH-563	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2009	1XPTD49X99D740224
1233686	TRH-1882	Tractor	Tractor	Tractor	TRACTOR HYD-VII ISX		Peterbilt		367	2009	1XPTD49X59D773351
1233695	TRH-623	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2009	1XPTD49X99D773362
1233723	TRB-357	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X59D773396
1233724	TRB-169	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X79D773397
1233725	TRB-237	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X99D773398
1233726	TRB-428	Tractor	Tractor	Tractor	TRACTOR,COMPRESSOR ISX 6X4 PB 232WB		Peterbilt		367	2009	1XPTD49X09D773399
1233727	TRB-180	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X39D773400
1233753	TRB-125	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X89D773425
1233754	TRB-260	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X29D773419
1233758	TRH-633	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2009	1XPTD49X39D773445
1233768	TRB-170	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X99D773460
1233771	TRB-382	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X59D773463
1233780	TRB-171	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X99D773457
1233781	TRB-172	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X19D773458
1233782	TRB-173	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X39D773459
1233789	TRH-572	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2009	1XPTD49X49D773423
1233814	TRB-262	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X09D773502
1233817	TRH-1477	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		367	2009	1XPTD49X99D773488
1233823	TRB-263	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2009	1XPTD49X79D773481
1233850	TRH-517	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2009	1XPTD49X99D788931
1233884	TRH-442	Tractor	Tractor	Tractor	TRACTOR HYD I ISX		Peterbilt		367	2009	1XPTD49X79D788918
1233888	CUB-014	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK ISX		Peterbilt		367	2009	1NP1L49X39D773538
1233904	TRH-777	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X28D116979
1233945	TRB-238	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2011	1XPTD49X28D117016
1233958	TRH-941	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X38D117008
1233976	TRB-267	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2011	1XPTD49X78D117061
1233983	TRH-982	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X08D117063
1233986	TRH-983	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X28D117064
1234001	TRH-845	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X08D117077
1234029	TRH-1095	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X58D117107
1234034	TRH-1050	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X98D117112
1234068	TRB-272	Tractor	Tractor	Tractor	TRACTOR UNIVERSAL ISX		Peterbilt		367	2011	1XPTD49X58D117141
1234078	CUB-015	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK ISX		Peterbilt		367	2011	1NP1L40X38D123143
1234081	CUB-024	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK ISX		Peterbilt		367	2011	1NP1L40X58D123144
1234088	TRH-887	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X18D123163
1234089	TRH-888	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X98D123170
1234096	TRB-174	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2011	1XPTD49X48D123173
1234105	TRB-181	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2011	1XPTD49X68D123174
1234125	TRW-067	Tractor	Tractor	Tractor	TRACTOR WINCH W/HYD ISX		Peterbilt		367	2011	1XPTD49X58D123179
1234126	TRB-175	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2011	1XPTD49X28D123186
1234127	TRB-182	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2011	1XPTD49X38D123228
1234128	TRW-081	Tractor	Tractor	Tractor	TRACTOR WINCH W/HYD ISX		Peterbilt		367	2011	1XPTD49X38D123181
1234145	TRH-999	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X48D123223
1234152	TRH-1559	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X46D656160
1234171	TRB-407	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49XX7D656231
1234176	TRB-111	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X37D656264
1234178	TRB-223	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X57D656282
1234201	TRH-1351	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X07D656285
1234211	TRH-1681	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X57D656198
1234223	TRH-1483	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X47D656256
1234224	TRH-1395	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X67D656291
1234232	TRH-1448	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X77D656249
1234237	TRH-1398	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49XX7D656200
1234241	TRH-1570	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X67D656193
1234253	TRH-1402	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X37D656216
1234262	TRH-1575	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X47D656273
1234276	TRH-1875	Tractor	Tractor	Tractor	TRACTOR HYD-VI ISX		Peterbilt		378	2007	1XPFD49XX7D656309
1234280	TRH-1576	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X17D656294
1234285	TRH-1843	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		378	2007	1XPFD49X27D656188

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1234293	TRH-1407	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X27D730337
1234295	TRH-1577	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X27D730340
1234327	TRH-1494	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X27D656353
1234341	TRH-1971	Tractor	Tractor	Tractor	TRACTOR, CONV HYD2 ISX 6X4 PB 2		Peterbilt		378	2007	1XPFD49X37D730363
1234351	TRH-1845	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		378	2007	1XPFD49X87D730357
1234352	TRH-1498	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X7D730358
1234364	TRH-1589	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2007	1XPFD49X07D735875
1234377	TRH-1856	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		378	2007	1XPFD49X07D730353
1234393	TRB-729	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X95D835762
1234404	CUB-005	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK ISX		Peterbilt		378	2005	1NPFL49X85D835748
1234412	TRB-273	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2005	1XPFD49X75D835789
1234414	TRB-274	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2005	1XPFD49X45D835796
1234418	TRH-1846	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		378	2005	1XPFD49X35D835773
1234429	TRB-112	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2005	1XPFD49X75D865116
1234435	TRB-188	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2005	1XPFD49X25D865122
1234437	TRH-1286	Tractor	Tractor	Tractor	TRACTOR HYD-II GOR ISX		Peterbilt		378	2005	1XPFD40X95D835810
1234442	TRH-1600	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X5D863280
1234448	TRH-1420	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X45D863288
1234456	TRB-239	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2005	1XPFD49X85D884175
1234460	TRB-232	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X76D884234
1234462	TRB-277	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2005	1XPFD49X55D884179
1234471	TRH-1343	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X75D884166
1234478	TRH-1508	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X65D884157
1234498	TRH-1511	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X05D884185
1234500	TRH-1610	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X45D884156
1234502	TRH-1612	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X16D884195
1234533	TRH-1619	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X96D884218
1234534	TRB-726	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X06D884219
1234542	TRB-728	Tractor	Tractor	Tractor	TRACTOR HYD-III ISX		Peterbilt		378	2006	1XPFD49X36D884229
1234546	TRB-233	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X6D885717
1234554	TRB-189	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X56D885723
1234565	TRB-279	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X16D885735
1234568	TRB-190	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X16D645620
1234571	TRB-147	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X56D645619
1234576	TRH-1435	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X06D646709
1234580	TRB-730	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X36D645585
1234590	TRB-733	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X06D645611
1234605	TRH-1522	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X46D645627
1234633	TRH-1642	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X76D645606
1234640	TRB-176	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2006	1XPFD49X76D885738
1234642	TRW-094	Tractor	Tractor	Tractor	TRACTOR WINCH W/HYD ISX		Peterbilt		378	2006	1XPFD49X76D646707
1234644	TRH-1438	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2006	1XPFD49X36D646722
1234649	TRB-115	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X87D656177
1234650	TRB-193	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X17D656179
1234653	TRB-359	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X97D656222
1234655	TRB-219	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X47D656225
1234659	TRB-409	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2007	1XPFD49X17D656229
1234672	FUF-408	Utility	Trailer	Auxiliary	TRAILER UTILITY						RO5627A2
1234684	FUF-296	Utility	Trailer	Auxiliary	HOSE TRAILER		Cambelt		Blank	1980	20173192413
1234690	CBF-051	Batch Mixer	Trailer	Auxiliary	MIX TR HI-DEN 150RCM		J & L Tank		SEMI	1976	8413SMSS
1234707	ATF-067	Acid Transport	Trailer	Auxiliary	ACID TRANS 5000 3CMP		Worley		WANB	2005	1W9TS39205L216016
1234723	ATF-068	Acid Transport	Trailer	Auxiliary	ACID TRANS 5000 3CMP		Worley		WANB	2007	1W9TS392X7L216017
1234742	ATF-079	Acid Transport	Trailer	Auxiliary	ACID TRANS 5000 3CMP		Worley		TRAN	2011	1W9TS3928BL216003
1234833	CPF-162	Cement Pump	Trailer		CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2008	5DDKM382X81003722
1234834	CPF-013	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2008	5DDKM382981003839
1234835	CPF-136	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2008	5DDKM382781003841
1234837	CPF-074	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2008	5DDKM382581003904
1234841	CPF-140	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM LT WT	1000	Pratt	Falcon	SF40	2010	1P9CP4021A8343235
1234847	CPF-003	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382251001830
1234849	CPF-048	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382351001884
1234851	CPF-174	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382X51001896
1234854	CPF-137	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382461002236
1234856	CPF-138	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382061002265
1234857	CPF-019	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382461002267
1234860	CPF-021	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382461002270

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1234862	CPF-165	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	SIEB	2006	5DDKE382661002304
1234864	CPF-115	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382161002307
1234866	CPF-024	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382361002308
1234867	CPF-063	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382261002378
1234870	CPF-176	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382761002425
1234871	CPF-117	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382361002471
1234872	CPF-096	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382761002487
1234876	CPF-026	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKE382171002549
1234881	CPF-027	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKE382271002821
1234882	CPF-119	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2007	5DDKE382471002822
1234883	CPF-097	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKE382X71002887
1234884	CPF-120	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2007	5DDKE382X71002890
1234886	CPF-064	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKE382671002949
1234887	CPF-121	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2007	5DDKE382271002950
1234888	CPF-058	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKE382471002951
1234889	CPF-177	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKE382171003006
1234890	CPF-004	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	Blank	2007	5DDKE382571003008
1234892	CPF-094	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKM382X71003055
1234895	CPF-065	Cement Pump	Trailer	Cement Pump	CEM PUMP BL KESTREL ISM	400	Peterbilt / Kestrel	Kestrel	357	2007	1NPAL09X17D745234
1234898	CPF-098	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2007	5DDKM382071003212
1234905	CPF-179	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2008	5DDKM382081003292
1234908	CPF-180	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2008	5DDKM382281003634
1234909	CPF-099	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2008	5DDKM382081003633
1234910	CPF-181	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2008	5DDKM382481003635
1234911	CPF-122	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1000	Kalyn	Falcon	FALC	2008	5DDKM382X81003719
1234913	CPF-100	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2008	5DDKM382881003721
1234914	CPF-005	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Aspen Trailers	Falcon	Blank	2001	1A9PF38231L448015
1234917	CPF-163	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	OPFT	2002	13N73820531516978
1234918	CPF-166	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	OPFT	2003	13N73820531518813
1234920	CPF-066	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	OPFT	2003	13N73820931518815
1234921	CPF-067	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	OPFT	2004	13N73820041518820
1234922	CPF-008	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	PLAT	2004	13N73820241519127
1234923	CPF-167	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	OPFT	2004	13N73820841521836
1234924	CPF-009	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Fontaine	Falcon	ST	2004	13N73820141521838
1234925	CPF-034	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	SBRT	2004	5DDKE382X41001380
1234928	CPF-035	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2004	5DDKE382941001421
1234930	CPF-168	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2004	5DDKE382641001425
1234932	CPF-169	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382551001546
1234933	CPF-051	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382451001621
1234935	CPF-010	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	Blank	2005	5DDKE382851001654
1234936	CPF-011	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382651001670
1234939	CPF-170	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2005	5DDKE382451001733
1234947	FUF-285	Utility	Trailer	Auxiliary	AIR COMPRESSOR		Homemade		SSEQ	1981	ND62229
1234958	CTF-156	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2003	13N73820031517438
1234959	CTF-157	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2003	13N73820931518653
1234960	CTF-158	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2003	13N73820331518809
1234961	CTF-159	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2003	13N73820X31518810
1234963	CTF-161	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2003	13N73820131518811
1234964	CBF-068	Batch Mixer	Trailer	Auxiliary	BATCH MIX 50 BBL TM		Stewart & Stevenson		BT50	2003	159FD40273H787002
1234965	CBF-025	Batch Mixer	Trailer	Auxiliary	BATCH MIX 50 BBL TM		Stewart & Stevenson		BT50	2003	159FD40243H787004
1234966	CTF-162	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2003	13N73820331518812
1234968	CTF-164	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820X41519943
1234971	CBF-028	Batch Mixer	Trailer	Auxiliary	MIX TR HI-DEN 100BBL					2004	2PLC038274BF11376
1234972	CTF-166	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820341519945
1234973	CTF-167	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820541519946
1234976	CTF-169	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820941519948
1234978	CTF-171	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		7038	2004	13N73820341521839
1234979	CTF-172	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820X41522177
1234980	CTF-173	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820141522178
1234981	CTF-174	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		OPFT	2004	13N73820341522179
1234985	CTF-176	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382751001485
1234991	CTF-178	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382351001547
1234992	CTF-179	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600	2005	5DDKM382751001583
1234994	CTF-181	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382451001623
1234995	CTF-182	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382651001624

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1234997	CBF-050	Batch Mixer	Trailer	Auxiliary	BATCH MIX 50 BBL TM		WILCO		COMB	2004	1W9AC40284M257137
1234998	CTF-183	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Wilco Machine and Fab		600	2004	1W9AB391X4M257138
1234999	CTF-184	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600	2004	1W9AB39214M257139
1235000	CTF-185	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2005	1W9AB39215M257160
1235001	CTF-186	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600	2005	1W9AB39235M257161
1235002	CTF-187	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2005	1W9AB39255M257162
1235005	CTF-190	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2005	1W9AB39205M257165
1235008	CTF-193	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2005	1W9AB39255M257159
1235009	CTF-194	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382951001889
1235012	CTF-196	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382151001918
1235014	CTF-198	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		TRLR	2005	1W9AB47165M257171
1235016	CTF-199	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382951001939
1235017	CTF-200	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		KNST		600S	2006	5DDKM382561001969
1235019	CTF-202	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382361001971
1235020	CTF-203	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2005	1W9AB47185M257172
1235022	CTF-205	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2005	1W9AB47115M257174
1235023	CTF-206	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2005	1W9AB47135M257175
1235024	CTF-207	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2005	1W9AB392X5M257168
1235025	CTF-208	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2005	1W9AB39215M257169
1235026	CTF-209	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382561001986
1235027	CTF-210	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382761001987
1235028	CBF-015	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		Kalyn		600S	2006	5DDKM382961002056
1235029	CTF-211	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382261002075
1235031	CTF-213	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382961002073
1235033	CTF-215	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382361002103
1235034	CTF-216	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382561002104
1235037	CBF-046	Batch Mixer	Trailer	Auxiliary	MIX TR HI-DEN 100BBL		Kalyn		600S	2006	5DDKM382861002131
1235039	CTF-219	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382061002124
1235040	CTF-220	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382661002130
1235041	CTF-221	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382X61002129
1235051	CTF-224	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2005	1W9AB47125M257247
1235053	CTF-226	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		TRAN	2006	1W9AB47146M257249
1235055	CBF-017	Batch Mixer	Trailer	Auxiliary	BATCH MIX 50 BBL TM		WILCO		ST	2005	1W9AB40295M257202
1235057	CTF-228	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600	2005	1W9AB39245M257251
1235059	CTF-230	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		TRAN	2006	1M91P38238A211154
1235062	CTF-232	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKE382961002345
1235063	CTF-233	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382961002431
1235064	CTF-234	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382661002466
1235065	CTF-235	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2006	5DDKM382861002467
1235068	CBF-027	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100	2006	1W9AB39276M257205
1235069	CTF-238	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2007	5DDKM382871002504
1235070	CTF-239	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		6002	2007	5DDKM382171002506
1235075	CBF-029	Batch Mixer	Trailer	Auxiliary	MIX TR HI-DEN 100BBL		WILCO		TRAN	2006	1W9AB39266M257298
1235076	CTF-241	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2007	5DDKM382071002545
1235077	CTF-242	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2007	5DDKM382271002546
1235078	CTF-243	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2007	5DDKM382471002547
1235080	CTF-245	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2007	5DDKM382171002568
1235081	CTF-246	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2007	5DDKM382371002569
1235082	CTF-247	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		1600	2006	1W9AB471X6M257255
1235083	CTF-248	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		1600	2006	1W9AB47116M257256
1235084	CTF-249	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600	2006	1W9AB39276M257309
1235085	CTF-250	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2006	1W9AB39296M257263
1235086	CTF-251	Cementing Bulk	Trailer		AIR CAN CEM TM 600		WILCO		600S	2006	1W9AB39206M257264
1235087	CTF-252	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600	2006	1W9AB39236M257257
1235088	CTF-253	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600	2006	1W9AB39256M257258
1235089	CTF-254	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Wilco Machine and Fab		600	2006	1W9AB39276M257259
1235090	CTF-255	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600T	2006	1W9AB39236M257260
1235091	CTF-256	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		TRAN	2006	1W9AB39256M257261
1235093	CTF-258	Cementing Bulk	Trailer		AIR CAN CEM TM 600		WILCO		TRAN	2006	1W9AB39236M257310
1235095	CBF-043	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		DRYB	2006	1W9AB39276M257312
1235096	CTF-260	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		600S	2006	1W9AB39296M257313
1235097	CTF-261	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2006	1W9AB47106M257314
1235099	CTF-264	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		FB	2007	1W9AB47186M257318
1235100	CTF-265	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Loadcraft		600	2007	5ABK382087B070271
1235101	CTF-266	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Loadcraft		600	2007	5ABK3820X7B070272

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1235103	CTF-268	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2007	5DDKM382071003243
1235104	CTF-269	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2007	5DDKM382271003244
1235106	CTF-271	Cementing Bulk	Trailer		AIR CAN CEM HP 600ST TM		Loadcraft		600	2007	5ABK3820378070274
1235107	CBF-019	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		Loadcraft			2007	5ABK3820278070282
1235108	CBF-053	Batch Mixer	Trailer	Auxiliary	MIX TR HI-DEN 100BBL		Loadcraft		100B	2007	5ABK3820478070283
1235110	CTF-272	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Loadcraft		TRAN	2007	5ABK3820578070275
1235111	CTF-273	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Loadcraft		TRAN	2007	5ABK3820778070276
1235113	CTF-275	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		Loadcraft		TRAN	2007	5ABK4710678070259
1235114	CTF-276	Cementing Bulk	Trailer		FIELD BIN CEM		Loadcraft		1600	2007	5ABK4710278070260
1235116	CTF-278	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2007	5DDKM382971003242
1235118	CTF-280	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382681003328
1235119	CTF-281	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382881003329
1235120	CTF-282	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Loadcraft		600S	2007	5ABK3820578070292
1235121	CTF-283	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Loadcraft		600S	2007	5ABK3820778070293
1235122	CTF-284	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Loadcraft		600S	2007	5ABK3820978070294
1235124	CTF-286	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Loadcraft		600S	2007	5ABK3820278070296
1235125	CTF-287	Cementing Bulk	Trailer		FIELD BIN CEM		Loadcraft		1600	2007	5ABK4710578070267
1235127	CTF-289	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382381003490
1235128	CTF-290	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382181003489
1235129	CTF-291	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382X81003488
1235131	CTF-293	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Loadcraft		BJ60	2007	5ABK3820778070407
1235134	CBF-016	Batch Mixer	Trailer	Auxiliary	MIX TR HI-DEN 100BBL		Loadcraft		100B	2007	5ABK3820378070405
1235135	CTF-296	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		TRAN	2007	1M91P38237A211105
1235136	CTF-297	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		TRAN	2007	1M91P38257A211106
1235137	CTF-298	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		Loadcraft		1600	2007	5ABK4710278070419
1235142	CTF-302	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		BULK	2007	1M91P38297A211108
1235143	CTF-303	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		BULK	2007	1M91P38207A211109
1235144	CTF-304	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		Mertz		STOR	2007	1M91P46197A211111
1235150	CTF-309	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		BULK	2007	1M91P38237A211122
1235153	CTF-312	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		Mertz		STOR	2007	1M91P46197A211139
1235154	CTF-313	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382381003948
1235158	CTF-317	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382X81003977
1235159	CTF-318	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382181003978
1235161	CTF-320	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		Mertz		STOR	2008	1M91P46188A211148
1235162	CTF-321	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382881004044
1235163	CTF-322	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2008	5DDKM382X81004045
1235165	CTF-324	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		BULK	2008	1W9AB39266M257253
1235166	CTF-325	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		Mertz		STOR	2008	1M91P46128A211159
1235167	CTF-326	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		TRAN	2008	1M91P38258A211169
1235169	CTF-328	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382591004181
1235171	CTF-330	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382991004183
1235175	CTF-335	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		BULK	2008	1M91P38268A211214
1235176	CTF-336	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382091004444
1235177	CTF-337	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382491004446
1235178	CTF-338	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382291004445
1235179	CTF-339	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382691004447
1235180	CTF-340	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		TLR	2008	1M91P382X8A211233
1235181	CTF-341	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Mertz		BULK	2008	1M91P38298A211241
1235182	CTF-342	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		Mertz		STOR	2009	1M91P46169A211263
1235183	CBF-021	Batch Mixer	Trailer	Auxiliary	BATCH MIX 50 BBL TM		Pratt		SF38	2009	1P9CP38269B343158
1235184	CTF-343	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		1600	2010	1W9AB4711AM257105
1235185	CTF-344	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		1600	2010	1W9AB4710AM257113
1235188	CTF-347	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3823AB343218
1235190	CTF-349	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3821AB343220
1235191	CTF-350	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3823AB343221
1235192	CTF-351	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3825AB343222
1235194	CTF-353	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3829AB343224
1235195	CTF-354	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3820AB343225
1235196	CBF-044	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2010	1W9AC3921AM257120
1235198	CTF-355	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2010	1W9AB4711AM257122
1235199	CTF-356	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3822AB343226
1235200	CTF-357	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2010	1P9CP3824AB343227
1235201	CBF-008	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2010	1W9AC3924AM257127
1235202	CTF-358	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2011	1P9CP3821BB343194
1235203	CTF-359	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt Industries		DF38	2011	1P9C3823BB343195

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1235204	CTF-360	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2011	1P9CP38258B343196
1235205	CTF-361	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2011	1P9CP38278B343197
1235206	CTF-362	Cementing Bulk	Trailer		FIELD BIN CEM TM		WILCO		MACH	2010	1W9AB4719AM257160
1235207	CTF-363	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		MACH	2010	1W9AB4712AM257159
1235208	CTF-364	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		WILCO		MACH	2010	1W9AB4710AM257161
1235209	CTF-365	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		Viking		1600	2011	1V9SX4710BN062305
1235210	CTF-366	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2011	1P9CP38298B343198
1235211	CTF-367	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Pratt		DF38	2011	1P9CP382X8B343243
1235212	CBF-007	Batch Mixer	Trailer	Auxiliary	BATCH MIX 50 BBL TM		WILCO		MACH	2012	1W9AC4022BM257177
1235213	CBF-054	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		MACH	2011	1W9AC3920BM257188
1235214	CTF-374	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM TM		Viking		1600	2011	1V9SX4715BN062350
1235215	CTF-375	Cementing Bulk	Trailer		FIELD BIN CEM TM		Viking		1600	2011	1V9SX4717BN062351
1235216	CTF-549	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382751001678
1235217	CTF-550	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382751001681
1235221	CTF-554	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382651001767
1235222	CTF-555	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382151001773
1235223	CTF-556	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Kalyn		600S	2005	5DDKM382351001774
1235742	TRW-015	Tractor	Tractor	Tractor	TRACTOR WINCH PTRBLT		Peterbilt		379	2001	1XP5DR9X51D556070
1236224	TRH-1201	Tractor	Tractor	Tractor	TRACTOR HYD-DUAL		Peterbilt		379	2003	1XP5DR9X93D807059
1236227	TRB-063	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		379	2003	1XP5DR9X23D807064
1236230	CUB-004	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK		Peterbilt		378	2004	1NPFLR9X74D816992
1236231	CUB-012	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK		Peterbilt		378	2004	1NPFLR9X94D816993
1236246	TRB-360	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		378	2004	1XPFD49X94D827238
1236256	TRH-1648	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		378	2005	1XPFD49X45D835734
1236273	FUF-184	Utility	Trailer	Auxiliary	COMPRESSOR TRAILER		Shopbuilt		TRLR	1990	20051732413
1236281	CUF-011	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid	0					0000000035100CFT1
1236295	CUF-017	Utility	Trailer	Auxiliary	Air Compressor Trailer	0	Shopbuilt		UTIL	1989	NM117676
1236307	CTF-558	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM		Fruehauf		DMP	1980	OMT000807
1236308	CTF-559	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		FB	1980	C1299
1236309	CTF-560	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM		Fontaine		TANK	1980	C1307
1236310	CTF-561	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		CEMT	1981	1A1A3520281601369
1236311	CTF-562	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		FLAT	1981	1A1A3520281601372
1236312	CTF-563	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		Fontaine		FLAT	1982	1A1A35207C1601420
1236322	FUF-227	Utility	Trailer	Auxiliary	TRAILER HEATER		Wacker Neuson			2008	5XFCA16178N000457
1236336	FUF-364	Utility	Trailer	Auxiliary	TRAILER UTILITY		Centex		CT	2011	5RHCT1623BH002003
1236367	FUF-180	Utility	Trailer	Auxiliary	TRAILER UTILITY		American		Blank	1998	17YBP1225VB016643
1236395	FUF-181	Utility	Trailer	Auxiliary	TRAILER UTILITY		BOURG CHEMICAL DISTRIBUTING		Flatbed	2002	4J1FS16232B007864
1236400	CUT-005	Utility	Trailer	Auxiliary	COMPRESSOR TRAILER		Hawk Trailers		Blank	2003	6801914
1236432	FUF-183	Utility	Trailer	Auxiliary	TRAILER LOW BOY		Shopbuilt		TRLR	2005	17YBP16225B029346
1236434	CUT-003	Utility	Trailer		AIR COMPRESSOR		Shopbuilt		17'	2005	2006802413A
1236443	FUF-291	Utility	Trailer	Auxiliary	AIR COMPRESSOR		Big Tex		TRLR	2006	16VNX082061C88264
1236459	TRB-561	Trailer	Trailer	Tractor	COMPRESSOR TRAILER		Parker		TL	2006	13ZCH102461007382
1236470	FUF-225	Utility	Trailer	Auxiliary	TRAILER HEATER		Great Dane Trailers		ARCT	2006	1G9UP161865201716
1236471	FUF-224	Utility	Trailer	Auxiliary	TRAILER HEATER		Great Dane Trailers		ARCT	2006	1G9UP161X65201720
1236510		Lab Eq	Fixed		Consistometer, 7222, Auto						478
1236513	CPF-135	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM	1260	Kalyn	Falcon	FALC	2006	5DDKE382261002266
1236535	CTF-376	Cementing Bulk	Trailer	Auxiliary	1600fp Field Bin		Viking		1600	2011	1V9SX4713BN062377
1236536	CTF-569	Cementing Bulk	Trailer	Auxiliary	1600fp Field Bin		Viking		1600	2011	1V9SX4715BN062378
1236542	TRH-162	Tractor	Tractor	Tractor	Hydraulic 1 Tractor		Peterbilt		367	2011	1XPTD49X6BD123188
1236553	CTF-377	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600	2011	1W9AB3927BM257191
1236563	TRS-121	Tractor	Tractor	Tractor	2011 Peterbilt Tractor		Peterbilt		367	2011	1XPTD40X9BD123232
1236583	CPF-046	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT TRAILER	1000	Pratt Industries	Falcon	SF40	2011	1P9CP40288B343288
1236584	CTF-379	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB3920BM257193
1236585	CTF-380	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600	2011	1W9AB3922BM257194
1236588	CTF-381	Cementing Bulk	Trailer		WST 1600 CU. FT. BULK CEMENT F		Viking		1600	2011	1V9SX4715BN062364
1236590	CTF-370	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2011	1P9CP38208B343199
1236591	CTF-371	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2011	1P9CP38238B343200
1236600	CTF-398	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		WILCO		FAB	2011	1W9AB4719BM257225
1236601	CTF-388	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		Viking		1600	2011	1V9SX4710BN062417
1236602	CTF-389	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		Viking		1600	2011	1V9SX471XBN062411
1236603	CTF-387	Cementing Bulk	Trailer		WST 1600 CU FT FIELD BIN TM		Viking		1600	2011	1V9SX4715BN062414
1236604	CTF-390	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		Viking		1600	2011	1V9SX4718BN062410
1236605	CTF-386	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		Viking		1600	2011	1V9SX4713BN062413
1236606	CTF-397	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		WILCO		FAB	2011	1W9AB4717BM257224
1236610	CTF-400	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		WILCO		FAB	2011	1W9AB4712BM257227

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1236612	CTF-399	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT FIELD BIN TM		WILCO		FAB	2011	1W9AB47108M257226
1236613	CTF-404	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3828BN062425
1236614	CTF-403	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3824BN062423
1236615	CTF-372	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2011	1P9CP3825BB343246
1236616	CTF-391	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3821BN062427
1236617	CTF-401	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3829BN062420
1236618	CTF-396	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3826BN062424
1236619	CTF-393	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3820BN062421
1236620	CTF-394	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3822BN062419
1236621	CTF-405	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX382XBN062426
1236627	CPF-101	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT TRAILER	1000	Pratt Industries	Falcon	SF40	2011	1P9CP4021BB343228
1236629	CTF-368	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2011	1P9CP3821BB343244
1236630	CTF-369	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2011	1P9CP3823BB343245
1236632	CPF-001	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT TRAILER	1000	Pratt	Falcon	Blank	2011	1P9CP4024BB343286
1236634	CTF-419	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3825BN062446
1236640	CTF-382	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB3926BM257196
1236641	CTF-383	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB3928BM257197
1236647	CTF-384	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB392XBM257198
1236648	CTF-385	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB3921BM257199
1236656	CTF-392	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3825BN062429
1236657	CTF-395	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3823BN062428
1236659	CTF-407	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3826BN062441
1236662	CTF-410	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4713BN062430
1236671	CTF-408	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX382XBN062443
1236672	CTF-409	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3821BN062444
1236677	CTF-422	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3829BN062448
1236678	CTF-441	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX471XBN062456
1236679	CTF-444	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4714BN062453
1236680	CTF-443	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4718BN062455
1236681	CTF-445	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4719BN062455
1236682	CTF-446	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4710BN062451
1236683	CTF-442	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4716BN062454
1236684	CTF-447	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4712BN062452
1236694	CTF-373	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2011	1P9CP3827BB343247
1236717	CTF-417	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4716BN062437
1236718	CTF-418	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4718BN062438
1236720	CTF-438	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2011	1V9SX4715BN062459
1236722	CTF-424	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3828BN062439
1236724	CTF-425	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3828BN062442
1236725	CTF-427	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3829BN062465
1236726	CTF-428	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3820BN062466
1236727	CTF-429	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3823BN062462
1236729	CTF-431	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3821BN062461
1236730	CTF-432	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3825BN062463
1236737	CTF-437	Cementing Bulk	Trailer	Auxiliary	WST 1600 BULK CEMENT FIELD BIN		Viking		1600	2011	1V9SX4713BN062458
1236748	CBF-037	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2011	1W9TC3926BM257222
1236750	CTF-402	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3822BN062422
1236754	TRB-086	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X9CD137555
1236756	TRB-041	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X9CD137622
1236758	TRB-048	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X0CD137556
1236762	TRB-050	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X1CD137632
1236763	TRB-087	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49XXCD137466
1236765	TRB-051	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X3CD137468
1236766	TRB-052	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X5CD137469
1236767	TRB-058	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X1CD137470
1236770	TRH-1735	Tractor	Tractor	Tractor	Tractor hydraulic I		Peterbilt		367	2012	1XPTD49X5CD137438
1236775	TRH-1739	Tractor	Tractor	Tractor	Tractor hydraulic II		Peterbilt		367	2012	1XPTD49X5CD137424
1236780	TRB-065	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49XXCD137631
1236781	TRB-066	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X5CD137553
1236782	TRB-088	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X6CD137576
1236784	TRB-059	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X3CD137597
1236785	TRB-053	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X5CD137598
1236786	TRB-067	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X7CD137599
1236788	TRB-060	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X1CD137601
1236789	TRB-054	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X7CD137554

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1236792	TRB-194	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X1CD123245
1236793	TRB-195	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X3CD123246
1236795	TRB-055	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X1CD137596
1236796	TRB-068	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X6CD137626
1236798	TRB-045	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49XXCD137628
1236800	TRH-2065	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X9CD137586
1236801	TRB-056	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X2CD137557
1236802	TRB-070	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR		Peterbilt		367	2012	1XPTD49X4CD137558
1236807	TRH-398	Tractor	Tractor	Tractor	Tractor Hyd I Falcon LW		Peterbilt		367	2012	1XPTD49X0CD123236
1236810	TRH-383	Tractor	Tractor	Tractor	Tractor Hyd I Falcon		Peterbilt		367	2012	1XPTD49XXCD137502
1236812	TRH-385	Tractor	Tractor	Tractor	Tractor Hyd I Falcon		Peterbilt		367	2012	1XPTD49X7CD123251
1236813	TRH-381	Tractor	Tractor	Tractor	Tractor Hyd I Falcon		Peterbilt		367	2012	1XPTD49XXCD137533
1236815	TRH-382	Tractor	Tractor	Tractor	Tractor Hyd I Falcon		Peterbilt		367	2012	1XPTD49X7CD137537
1236817	TRH-388	Tractor	Tractor	Tractor	Tractor Hyd I Falcon		Peterbilt		367	2012	1XPTD49X5CD137651
1236827	TRH-407	Tractor	Tractor	Tractor	Tractor Hyd I Gorilla 2011 Trl		Peterbilt		367	2012	1XPTD40XXCD137464
1236832	TRH-1148	Tractor	Tractor	Tractor	Tractor Hyd I Rhino T unit 14		Peterbilt		367	2012	1XPTD49X9CD137474
1236834	TRH-1150	Tractor	Tractor	Tractor	Tractor Hyd I Rhino T unit 16		Peterbilt		367	2012	1XPTD49X7CD137439
1236837	TRH-1154	Tractor	Tractor	Tractor	Tractor Hyd I Rhino T unit 21		Peterbilt		367	2012	1XPTD49X3CD137518
1236840	TRH-1158	Tractor	Tractor	Tractor	Tractor Hyd I Rhino T unit 25		Peterbilt		367	2012	1XPTD49X6CD137447
1236852	TRH-310	Tractor	Tractor	Tractor	Tractor Hyd I		Peterbilt		367	2012	1XPTD49X8CD137661
1236870	TRH-1175	Tractor	Tractor	Tractor	Tractor Hyd III		Peterbilt		367	2012	1XPTD49X7CD137425
1236885	TRH-1976	Tractor	Tractor	Tractor	TRACTOR, CONV UNIV ISX 6X4 PB 2		Peterbilt		367	2012	1XPTD49X4CD137494
1236906	TRH-323	Tractor	Tractor	Tractor	Tractor Hyd I		Peterbilt		367	2012	1XPTD49X4CD137642
1236908	TRH-387	Tractor	Tractor	Tractor	Tractor Hyd I Falcon		Peterbilt		367	2012	1XPTD49X5CD123250
1236918	CTF-439	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4711BN062460
1236919	CTF-440	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4711BN062457
1236923	CTF-426	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3824BN062468
1236924	CTF-433	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3824BN062471
1236925	CTF-434	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3826BN062469
1236938	CTF-435	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3822BN062467
1236939	CTF-436	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		TRAN	2011	1V9SX3822BN062470
1236940	CTF-453	Cementing Bulk	Trailer	Auxiliary	WST 1600 BULK CEMENT FIELD BIN		Viking		1600	2012	1V9SX4718CN062490
1236942	CTF-455	Cementing Bulk	Trailer	Auxiliary	WST 1600 BULK CEMENT FIELD BIN		Viking		1600	2012	1V9SX4711CN062492
1236943	CTF-452	Cementing Bulk	Trailer	Auxiliary	WST 1600 BULK CEMENT FIELD BIN		Viking		1600	2012	1V9SX4711CN062489
1236944	CBF-032	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2011	1W9TC3928BM257223
1236945	CBF-039	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		BULK	2011	1W9TC3922BM257234
1236946	CBF-033	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2011	1W9TC3920BM257233
1236953	TRB-089	Tractor	Tractor	Tractor	Tractor Compressor 15/33 Q3-11		Peterbilt		367	2012	1XPTD49XXCD137600
1236959	TRH-1744	Tractor	Tractor	Tractor	Tractor hydraulic II 2011 8/10		Peterbilt		367	2012	1XPTD49X4CD137639
1236961	TRB-093	Tractor	Tractor	Tractor	Tractor Compressor 23/33 Q3-11		Peterbilt		367	2012	1XPTD49X4CD137625
1236962	TRB-094	Tractor	Tractor	Tractor	Tractor Compressor 27/33 Q3-11		Peterbilt		367	2012	1XPTD49X1CD137629
1236964	TRH-364	Tractor	Tractor	Tractor	Tractor Hyd I 4Q-11 Kilgore		Peterbilt		367	2012	1XPTD49X3CD137695
1236965	TRB-410	Tractor	Tractor	Tractor	Tractor compressor repl 1/3		Peterbilt		367	2012	1XPTD49XXCD137550
1236966	TRB-412	Tractor	Tractor	Tractor	Tractor compressor repl 3/3		Peterbilt		367	2012	1XPTD49X3CD137552
1236967	TRB-411	Tractor	Tractor	Tractor	Tractor compressor repl 2/3		Peterbilt		367	2012	1XPTD49X1CD137551
1236974	TRB-090	Tractor	Tractor	Tractor	Tractor compressor 2011 1/9		Peterbilt		367	2012	1XPTD49X8CD137434
1236976	TRH-1051	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X1CD137484
1236981	TRH-1745	Tractor	Tractor	Tractor	Tractor hydraulic II 2011 9/10		Peterbilt		367	2012	1XPTD49X9CD137538
1236982	TRB-092	Tractor	Tractor	Tractor	Tractor compressor 2011 9/9		Peterbilt		367	2012	1XPTD49X3CD137471
1236984	TRB-091	Tractor	Tractor	Tractor	Tractor compressor 2011 2/9		Peterbilt		367	2012	1XPTD49X8CD137465
1236991	TRH-342	Tractor	Tractor	Tractor	Tractor Hyd I 41/43 addl equip		Peterbilt		367	2012	1XPTD49X7CD158954
1236999	TRH-393	Tractor	Tractor	Tractor	Tractor Hyd I Falcon 4Q-11		Peterbilt		367	2012	1XPTD49X3CD137650
1237012	CTF-457	Cementing Bulk	Trailer	Auxiliary	WST 166 CU FT BULK CEMENT FIEL		Viking		1600	2012	1V9SX4711CN062542
1237014	CTF-459	Cementing Bulk	Trailer	Auxiliary	WST 166 CU FT BULK CEMENT FIEL		Viking		1600	2012	1V9SX4715CN062544
1237015	CTF-460	Cementing Bulk	Trailer	Auxiliary	WST 166 CU FT BULK CEMENT FIEL		Viking		1600	2012	1V9SX4717CN062545
1237022	CTF-456	Cementing Bulk	Trailer	Auxiliary	WST 1600 BULK CEMENT FIELD BIN		Viking		1600	2012	1V9SX4713CN062493
1237026	CPF-076	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40278B343676
1237039	CPF-040	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40238B343392
1237040	CPF-042	Cement Pump	Trailer	Cement Pump	CMT UNIT,TM FALCON LT	1000	Pratt	Falcon	SF40	2011	1P9CP402X8B343292
1237041	CPF-052	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40258B343658
1237042	CPF-102	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40218B343391
1237043	CPF-039	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40268B343229
1237044	CPF-103	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP402X8B343289
1237052	CTF-461	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		TRAN	2011	1W9AB3927BM257238
1237053	CTF-462	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		TRAN	2011	1W9AB3929BM257239

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1237054	CTF-467	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB392XBM257248
1237055	CTF-468	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB392LBM257249
1237056	CTF-469	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		WILCO		600S	2011	1W9AB3928BM257250
1237057	CTS-353	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						1003-42
1237061	CUT-007	Utility	Trailer	Auxiliary	Air Compressor Trailer		Ameritrail		UTIL	2012	17YBP1629CB048229
1237065	FUF-300	Utility	Trailer	Auxiliary	Air Compressor Trailer		Ameritrail		80EE	2011	17YBP16218B047297
1237070	TRB-565	Trailer	Trailer	Tractor	Air Compressor Trailer		American		UV16	2011	17YBP16278B047644
1237080	CPF-106	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40238B343657
1237136	TRB-097	Tractor	Tractor	Tractor	Tractor compressor 4Q-11		Peterbilt		367	2012	1XPTD49X2CD137686
1237139	TRH-390	Tractor	Tractor	Tractor	Tractor Hyd I Falcon 4Q-11		Peterbilt		367	2012	1XPTD49X4CD137723
1237143	TRH-391	Tractor	Tractor	Tractor	Tractor Hyd I Falcon 4Q-11		Peterbilt		367	2012	1XPTD49X0CD137721
1237150	TRH-352	Tractor	Tractor	Tractor	Tractor Hyd I 4Q-11 Eldorado		Peterbilt		367	2012	1XPTD49X9CD137748
1237166	TRH-368	Tractor	Tractor	Tractor	Tractor Hyd I 4Q-11 Vernal		Peterbilt		367	2012	1XPTD49X3CD137759
1237169	TRH-373	Tractor	Tractor	Tractor	Tractor Hyd I 4Q-11Bakersfield		Peterbilt		367	2012	1XPTD49X6CD137710
1237178	TRH-1178	Tractor	Tractor	Tractor	Tractor Hyd V line trailer		Peterbilt		367	2012	1XPTD49X1CD137744
1237184	TRB-106	Tractor	Tractor	Tractor	Tractor Compressor addl equip		Peterbilt		367	2012	1XPTD49X5CD137682
1237193	TRH-344	Tractor	Tractor	Tractor	Tractor Hyd I 43/43 addl equip		Peterbilt		367	2012	1XPTD49X0CD158956
1237219	CPF-041	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40258B343393
1237225	CTF-466	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4712CN062565
1237227	CTF-464	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4719CN062563
1237230	CTF-465	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4710CN062564
1237231	CPF-015	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40298B343677
1237244	TRS-280	Tractor	Tractor	Tractor	TRACTOR UNIVERSAL ISX		Peterbilt		367	2012	1XPTD49X8CD137420
1237247	TRB-247	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X4CD137432
1237248	TRB-281	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X4CD137575
1237253	TRH-780	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X0DD137770
1237265	TRH-1003	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X5DD137778
1237267	TRB-282	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X9CD155151
1237283	TRH-745	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X9CD163217
1237295	CPF-043	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40218B343656
1237296	CPF-105	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP402X8B343655
1237297	CPF-016	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2011	1P9CP40268B343703
1237299	CPF-109	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP402XC8343060
1237315	CTF-478	Cementing Bulk	Trailer		600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3827CB343015
1237316	CTF-479	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3829CB343016
1237317	CTF-480	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3820CB343017
1237318	CTF-470	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4711CN062606
1237319	CTF-471	Cementing Bulk	Trailer		WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4713CN062607
1237320	CTF-472	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4715CN062608
1237321	CTF-473	Cementing Bulk	Trailer		WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4713CN062610
1237322	CTF-474	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4715CN062611
1237323	CTF-475	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4717CN062612
1237324	CTF-476	Cementing Bulk	Trailer	Auxiliary	WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4719CN062613
1237325	CTF-477	Cementing Bulk	Trailer		WST 1600 CEMENT FIELD BIN TM		Viking		1600	2012	1V9SX4713CN062624
1237329	CTF-448	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3820CB343003
1237330	CTF-449	Cementing Bulk	Trailer		600ST BULK CEMENT TRAILER		Pratt		DF28	2012	1P9CP3822CB343004
1237331	CTF-481	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3822CB343018
1237333	CTF-487	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3826CB343023
1237334	CTF-498	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2012	1V9SX4719CN062627
1237335	CTF-499	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2012	1V9SX4717CN062609
1237337	CTF-501	Cementing Bulk	Trailer		WST 1600 CU FT BULK CEMENT FIE		Viking		1600	2012	1V9SX4717CN062626
1237338	CTS-389	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						
1237339	CTS-344	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						1003-37
1237340	CTS-349	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						1003-43
1237341	CTS-345	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						1003-17
1237342	CTS-346	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						12-111-17
1237343	CTS-347	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						
1237344	CTS-350	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						
1237345	CTS-351	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						
1237346	CTS-052	Silo	Skid	Auxiliary	1300 CU FT BULK CEMENT FIELD S						
1237350	CPF-044	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt Industries	Falcon	SF40	2011	1P9CP40228B343701
1237359	CTF-488	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3828CB343024
1237360	CTF-489	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP382XC8343025
1237361	CTF-490	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3821CB343026
1237362	CTF-494	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		BULK	2012	1P9CP3823CB343030

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Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1237363	CTF-495	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3825CB343031
1237364	CTF-496	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		BULK	2012	1P9CP3827CB343032
1237365	CTF-497	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3829CB343033
1237367	CTS-049	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						5968
1237368	CTS-050	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						5969
1237398	TRH-675	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X6CD163255
1237402	TRB-240	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X9DD163316
1237424	TRB-196	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X2DD163318
1237425	TRB-197	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X4DD163319
1237426	TRB-198	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X0DD163320
1237439	TRB-199	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X5DD163314
1237443	TRH-677	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X7DD163301
1237446	TRB-248	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X4DD163367
1237455	SUB-032	Forklift	Body Load	Auxiliary	FORKLIFT		Caterpillar	Fork Lift	PD		AT19D80157
1237458	CTF-450	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		BULK	2012	1P9CP3824CB343005
1237465	CTF-482	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3824CB343019
1237466	CTF-483	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3820CB343020
1237467	CTF-491	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3823CB343027
1237468	CTF-492	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3825CB343028
1237469	CTF-493	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3827CB343029
1237480	CBF-059	Batch Mixer	Trailer	Auxiliary	50BBL BATCH MIXER/COMBO		WILCO		BATC	2012	1W9AC4029CM257260
1237481	CBF-058	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2012	1W9TC3923CM257258
1237482	CBF-041	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2012	1W9TC3928CM257272
1237499	TRB-361	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X8CD163208
1237500	TRB-362	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X0DD163317
1237505	TRH-1137	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X9CD163296
1237513	TRH-957	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X5DD166102
1237527	TRS-295	Tractor	Tractor	Tractor	TRACTOR UNIVERSAL ISX		Peterbilt		367	2012	1XPTD49X9CD163251
1237533	CPF-111	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4023CB343062
1237537	ATF-005	Acid Transport	Trailer	Auxiliary	ACID TRANS 5000 3CMP		WILCO		WAT5	2012	1W9TS4128CM257261
1237562	CTF-505	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3826CB343037
1237563	CTF-506	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP382XCB343039
1237564	CBF-060	Batch Mixer	Trailer	Auxiliary	50BBL BULK/BATCH MIXER TRL		WILCO		COMB	2012	1W9AC4021CM257270
1237565	CTS-053	Silo	Skid	Auxiliary	1300 CU FT BULK CEMENT FIELD S						AS103406490
1237567	CTS-054	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT	2006	1478
1237573	CUB-002	Silo Setter	Tractor	Tractor	SILO SETER TRUCK		Peterbilt		367	2012	1NPTL40X1CD163240
1237574	CUB-017	Silo Setter	Tractor	Tractor	SILO SETER TRUCK		Peterbilt		367	2012	1NPTL40X2CD163277
1237576	ATF-012	Acid Transport	Trailer		ACID TRANS 5000 3CMP		Worley		WANB	2012	1W9TS3923CL216010
1237580	CPF-134	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT LITE	1000	Pratt	Falcon	SF40	2012	1P9CP402XCB343690
1237585	CTF-513	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3825CN062707
1237586	CTF-514	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3827CN062708
1237587	CTF-516	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3825CN062710
1237588	CTF-521	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT BULK CEMENT FIE		Viking		BJ16	2012	1V9SX471XCN062717
1237589	CTS-058	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						6273
1237590	CTS-059	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						6274
1237591	CTS-060	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						6275
1237592	CTS-061	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						6276
1237598	TRS-325	Tractor	Tractor	Tractor	STAKEBED TANDEM ISC		Peterbilt		348	2013	2NP3LN9X2DM172209
1237621	TRS-276	Tractor	Tractor	Tractor	TRACTOR UNIVERSAL ISX		Peterbilt		367	2012	1XPTD49X9CD137720
1237627	TRB-241	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X9DD163378
1237634	TRH-946	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X2CD163298
1237635	TRH-1010	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X8DD166126
1237640	TRB-200	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X8CD137739
1237661	CTF-416	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4714BN062436
1237662	CTF-486	Cementing Bulk	Trailer	Auxiliary	600ST PROTOTYPE CEMENT TRL		WILCO		600S	2012	1W9AB3925CM257269
1237669	CTF-413	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4719BN062433
1237670	CTF-412	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4717BN062432
1237671	CTF-415	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4712BN062435
1237672	CTF-414	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT CEMENT FIELD BI		Viking		1600	2011	1V9SX4710BN062434
1237674	CBF-030	Batch Mixer	Trailer	Auxiliary	MIXER,BATCH TM SNGL 50BBL DSL		WILCO		COMB	2011	1W9AC4021BM257171
1237675	CTF-421	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3827BN062447
1237676	CTF-420	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		600	2011	1V9SX3823BN062445
1237691	CTF-502	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3828CB343038
1237692	CTF-503	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3824CB343036
1237693	CTF-504	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		DF38	2012	1P9CP3820CB343034

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1237715	CUB-006	Silo Setter	Tractor	Tractor	SILO SETTER TRUCK		Peterbilt		367	2012	1NPTL40X1CD137611
1237716	CUB-020	Silo Setter	Tractor	Tractor	SILO SETTER TRUCK		Peterbilt		367	2012	1NPTL40X6CD137734
1237717	CUB-008	Silo Setter	Tractor	Tractor	SILO SETTER TRUCK		Peterbilt		367	2012	1NPTL40X4CD137733
1237718	CPF-132	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4027CB343064
1237721	CTF-511	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3824CN062598
1237727	CPF-133	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	DF40	2012	1P9CP4020CB343066
1237729	CTF-517	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3820CN062713
1237734	TRB-242	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X5CD137603
1237735	TRB-363	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X8CD137773
1237752	TRS-191	Tractor	Tractor	Tractor	TRACTOR UNIVERSAL ISX		Peterbilt		367	2012	1XPTD49X4CD155168
1237758	TRH-682	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X8DD166157
1237766	TRH-1653	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		367	2013	1XPTD49X4DD166270
1237773	TRH-909	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X4CD163254
1237786	TRB-201	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X3DD166177
1237787	TRB-243	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X7DD166179
1237804	TRH-763	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X7DD166246
1237806	TRH-958	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X0DD166248
1237814	TRB-202	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X8DD166210
1237817	TRB-203	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X3DD166213
1237824	TRH-715	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2012	1XPTD49X0CD163199
1237835	TRB-364	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2012	1XPTD49X5CD123247
1237855	CBF-049	Batch Mixer	Trailer	Auxiliary	50BBL BACH MIX TRL		WILCO		BATC	2012	1W9AC4022CM257259
1237856	CTF-508	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3822CN062597
1237857	CTF-507	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Pratt		BULK	2012	1P9CP3822CB343035
1237859	CTF-510	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3826CN062599
1237884	CTS-062	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						6428
1237885	CTS-063	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						6430
1237886	CTF-530	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT HORIZONTAL BULK		Viking		BJ16	2012	1V9SX4712CN062744
1237892	CTF-518	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3822CN062714
1237893	CTF-524	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3824CN062763
1237894	CTS-070	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT		AS103469181
1237895	CTS-068	Silo	Skid	Auxiliary	1300 CU FT BULK CEMENT FIELD S						AS103469179
1237896	CTS-069	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO			2011	4220
1237907	CTF-528	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT HORIZONTAL BULK		Viking		BJ16	2012	1V9SX4710CN062743
1237908	CTF-529	Cementing Bulk	Trailer	Auxiliary	WST 1600 CU FT HORIZONTAL BULK		Viking		BJ16	2012	1V9SX4719CN062742
1237910	CPF-089	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4021CB343139
1237914	CTF-526	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3821CN062767
1237936	CTF-463	Cementing Bulk	Trailer		1600 LAYDOWN FIELD BIN TRL		Viking		1600	2012	1V9SX4717CN062562
1237938	CTF-519	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4716CN062715
1237939	CTF-520	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4718CN062716
1237940	CTF-531	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4714CN062745
1237941	CTF-532	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4716CN062746
1237942	CTF-541	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4713CN062784
1237943	CTF-542	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4715CN062785
1237944	CTF-543	Cementing Bulk	Trailer	Auxiliary	1600 FIELD BIN TM		Viking		BJ16	2012	1V9SX4717CN062786
1237968	CPF-088	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4029CB343065
1237969	CBF-023	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		MIXE	2012	1W9TC3923CM257275
1237987	CTF-522	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3829CN062760
1237993	CBF-003	Batch Mixer	Trailer		100 BBL BATCH MIXER TRAILER		WILCO		BATC	2012	1W9TC4228CM257311
1237994	CTF-523	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3822CN062762
1237995	CTF-525	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX382XCN062766
1238000	TRB-582	Maintenance Truck	Tractor	Tractor	MAINT TRUCK PETE 348 ISC 4X4		Peterbilt		348	2012	2NP3JN7X4CM137405
1238002	TRH-917	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49XXDD166158
1238013	TRB-204	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X8DD166286
1238014	TRB-205	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49XXDD166287
1238015	TRB-206	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49XXDD166290
1238016	TRB-207	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X6DD166206
1238019	TRH-1530	Tractor	Tractor	Tractor	TRACTOR HYD-II ISX		Peterbilt		367	2013	1XPTD49X4DD166382
1238026	TRB-208	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X3DD166289
1238029	TRH-959	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X2DD163335
1238058	TRH-831	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49XXDD166242
1238063	TRH-920	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X7DD163332
1238069	TRB-209	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49XXDD166175
1238071	CTS-065	Silo	Skid	Auxiliary	SILO, 970 CU FT		Troxell			2012	6600
1238072	CTF-527	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3925CN062804

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1238073	CTF-534	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3929CN062806
1238076	CTF-533	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3927CN062805
1238077	CTF-535	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3920CN062807
1238079	CTF-537	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3924CN062809
1238080	CTF-538	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3920CN062810
1238081	CTF-539	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3922CN062811
1238082	CTF-540	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2012	1V9SX3924CN062812
1238098	CPF-090	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4028CB343087
1238116	CPF-002	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	Blank	2011	1P9CP4024BB343702
1238134	CBF-040	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		BATC	2012	1W9TC4222CM257329
1238151	CTS-397	Silo	Skid	Auxiliary	1300 CU FT BULK CEMENT FIELD S						5692
1238185	CTF-515	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BJ60	2012	1V9SX3829CN062709
1238198	CBF-038	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		BBL	2012	1W9TC392XCM257274
1238199	CUB-001	Silo Setter	Tractor	Tractor	TRUCK, CONV TILT BED DUAL AXLE		Peterbilt		367	2012	1NPPL40X0CD163276
1238200	CUB-013	Silo Setter	Tractor	Tractor	SILO SETTER TRUCK		Peterbilt		367	2013	1NPPL40X8DD166296
1238213	CTF-546	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2013	1V9SX3929DN062886
1238215	CUB-023	Silo Setter	Tractor	Tractor	SILO SETTER TRUCK		Peterbilt		367	2013	1NPPL40XDD166297
1238226	TRB-731	Tractor	Tractor	Tractor	TRACTOR HYDRAULIC 1		Peterbilt		367	2012	1XPTD49X4CD163285
1238230	TRB-424	Tractor	Tractor	Tractor	TRACTOR, COMPRESSOR		Peterbilt		367	2013	1XPTD49X8DD163372
1238232	TRB-420	Tractor	Tractor	Tractor	TRACTOR, COMPRESSOR		Peterbilt		367	2013	1XPTD49X3DD163375
1238262	TRW-159	Tractor	Tractor	Tractor	TRACTOR, WINCH		Peterbilt		367	2012	1XPTD49X8CD163385
1238272	TRB-421	Tractor	Tractor	Tractor	TRACTOR, COMPRESSOR		Peterbilt		367	2013	1XPTD49X1DD166176
1238277	TRH-1931	Tractor	Tractor	Tractor	TRACTOR, HYDRAULIC 1		Peterbilt		367	2013	1XPTD49X0DD166198
1238294	CPF-091	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Falcon	Falcon	SF40	2012	1P9CP4029CB343616
1238297	CTS-075	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						AS103662925
1238298	CTS-076	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						AS103662928
1238299	CTS-348	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						11-040-09
1238300	CTS-078	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						7136
1238302	CTS-079	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						AS103663101
1238303	CTS-081	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						AS103663103
1238304	CTS-084	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						AS103678786
1238305	CTS-080	Silo	Skid	Auxiliary	970 CU. FT. BULK CEMENT FIELD						AS103663102
1238314	Lab Eq	Fixed			CTE Model 3-700-8 Cube curing						CC124
1238315	Lab Eq	Fixed			3065-110V Wettability tester						249
1238319	Lab Eq	Fixed			Chandler Model 7025C10 Dual Ce						1219
1238327	Lab Eq	Fixed			Consistometer replacement						203
1238347	CBF-020	Batch Mixer	Trailer	Auxiliary	50BBL BULK/BATCH MIXER TRLR		WILCO		COMB	2012	1W9AC4027CM257273
1238358	TRB-568	Trailer	Trailer	Tractor	AIR COMPRESSOR TRLR		American		UV16	2012	17YBP1624CB050700
1238359	TRB-567	Trailer	Trailer	Tractor	AIR COMPRESSOR TRLR		American		UV16	2012	17YBP162XCB050698
1238370		Bulk Plant	Fixed	Fixed Asset	Bulk Cement Plant						#700
1238382		Lab Eq	Fixed		Dickinson Lab Equipment						
1238395	CTS-082	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						AS103678784
1238396	CTS-083	Silo	Skid	Auxiliary	970 CU FT BULK CEMENT FIELD SI						AS103678785
1238413	CTF-547	Cementing Bulk	Trailer	Auxiliary	600ST BULK CEMENT TRAILER		Viking		BH60	2013	1V9SX3920DN062887
1238417	TRS-281	Tractor	Tractor	Tractor	TRACTOR UNIVERSAL ISX		Peterbilt		367	2013	1XPTD49X4DD183344
1238434	TRH-791	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49XDD166306
1238440	TRB-769	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X5DD166410
1238455	TRH-922	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X2DD166400
1238475	TRH-1854	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		367	2013	1XPTD49X9DD166300
1238478	TRH-1827	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		367	2013	1XPTD49X6DD166304
1238492	TRH-1127	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X6DD166433
1238496	TRH-848	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X8DD183301
1238497	TRH-773	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X5DD183305
1238501	TRH-1140	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X3DD183304
1238502	TRB-348	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X4DD166365
1238505	TRH-955	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X1DD166260
1238525	TRH-873	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X6DD166335
1238528	TRH-1039	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X1DD166338
1238539	TRH-850	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X4DD166351
1238544	TRB-318	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X7DD163377
1238551	TRB-365	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49XDD166483
1238552	TRB-319	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X1DD166484
1238555	TRB-366	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X6DD183345
1238557	TRB-367	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X6DD166285
1238560	TRB-307	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X5DD166293

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1238561	TRB-368	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X7DD166294
1238567	TRH-933	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49XDD183302
1238570	TRH-1849	Tractor	Tractor	Tractor	TRACTOR HYD-V ISX		Peterbilt		367	2013	1XPTD49X8DD183332
1238572	TRB-425	Tractor	Tractor	Tractor	TRACTOR, COMPR ISX 6X4 PB 231WB		Peterbilt		367	2013	1XPTD49X2DD166221
1238591	CPF-054	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4020CB343455
1238592	CPF-055	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4026CB343086
1238606		Bulk Plant	Fixed	Fixed Asset	Cement Bulk Plant / Bulk Sand						
1238607		Lab Eq	Fixed		lab equipment						SN-141
1238620	FUF-260	Utility	Trailer	Auxiliary	CEMENT TRANSFER PUMP TRAILER		American		UV16	2012	17YBP1629CB050823
1238675	TRW-088	Tractor	Tractor	Tractor	TRACTOR WINCH W/HYD ISX		Peterbilt		367	2013	1XPTD49X8DD166367
1238677	TRW-131	Tractor	Tractor	Tractor	TRACTOR WINCH W/HYD ISX		Peterbilt		367	2013	1XPTD49X1DD166372
1238696	TRB-369	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X8DD183346
1238697	TRB-370	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49XDD183347
1238699	TRB-320	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X3DD183349
1238701	TRB-249	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X1DD183351
1238702	TRB-250	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X3DD183352
1238703	TRB-251	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X5DD183353
1238704	TRB-252	Tractor	Tractor	Tractor	TRACTOR COMPRESSOR ISX		Peterbilt		367	2013	1XPTD49X7DD183354
1238723	TRB-437	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X5DD166178
1238739	TRH-938	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X7DD166473
1238742	TRH-1045	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X6DD166478
1238748	TRH-1046	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X6DD183314
1238752	TRH-963	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X5DD183319
1238753	TRH-964	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X1DD183320
1238754	TRH-965	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X5DD183322
1238771	CBF-048	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		100B	2012	1W9TC3928CM257398
1238780	CPF-057	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4024CB343619
1238783	CPF-056	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT	1000	Pratt	Falcon	SF40	2012	1P9CP4020CB343617
1238797	CUB-016	Silo Setter	Tractor	Tractor	FIELD BIN SET TRUCK ISX		Peterbilt		367	2013	1NPTL40X1DD166298
1238833	TRW-155	Tractor	Tractor	Tractor	TRACTOR, WINCH		Peterbilt		367	2013	1XPTD49X9DD166376
1238835	ATF-007	Acid Transport	Trailer	Auxiliary	ACID TRANS 5000 3CMP		Overland mgg		TANK	2013	1Z9251521D1258680
1238865		Consumable	Fixed		Taining and Dispatch lighting						
1238903		Bulk Plant	Fixed	Fixed Asset	Cement Plant						
1238913	CUB-029	Silo Setter	Tractor	Tractor	UNIT ASSY,TBSH-200 TILT BED SI		Peterbilt		367	2013	1NPTL40X3DD166299
1238922		Lab Eq	Fixed		San Antonio Lab Equipment						
1238923		Lab Eq	Fixed		DUAL CELL UCA MACHINE REPLACEM						349
1238931		Lab Eq	Fixed		Viscometer		Chandler		5550A-110V	2007	115
1238968	FTF-173	Chem Transport	Trailer	Auxiliary	TRLR,BULK DRY 3 CMPTMNT 1350 C		Trail King		BULK	2014	1TKP04526EW082376
1238981	FTF-031	Chem Transport	Trailer	Auxiliary	TRANSPORT,BULK DRY 1350 FT3 3		Trail King		APB1	2014	1TKP04529EW102572
1238988		Bulk Plant	Fixed	Fixed Asset	Cement bulk plant - 15 3000 Cu						
1238989		Bulk Plant	Fixed	Fixed Asset	Cement bulk plant - 2560 cubic						
1238990		Bulk Plant	Fixed	Fixed Asset	Cement bulk plant - 12 700 cub						
1238991		Bulk Plant	Fixed		Cement bulk plant - 2 40hp vac						
1238992		Bulk Plant	Fixed		Bulk Cement Plant - 2 125hp ai						
1238993		Bulk Plant	Fixed		Bulk Cement Plant - Operationa						
1238994		Bulk Plant	Fixed		Bulk Cement Plant - 2 Manchest						
1238995		Bulk Plant	Fixed		Bulk Cement Plant - 2 Add Hopp						
1238996		Bulk Plant	Fixed		Bulk Cement Plant - 2 Pallette						
1238997		Bulk Plant	Fixed	Fixed Asset	Bulk Cement Plant - 2 Scale sy						
1238998		Bulk Plant	Fixed	Fixed Asset	Bulk Cement Plant - 2 920i Inv						
1238999		Bulk Plant	Fixed	Fixed Asset	Bulk Cement Plant - Manifold a						
1239011		Lab Eq	Fixed		Gel Slab Concrete - - Murphy S						
1239039	CPF-123	Cement Pump	Trailer	Cement Pump	UNIT ASSY,CMT FALCON LITE TRLR	1000	Pratt	Falcon	SF40	2014	1P9CP4021EB343158
1239046	CTF-548	Cementing Bulk	Trailer	Auxiliary	FIELD BIN CEM		WILCO		1600	2013	1W9AB4717DM257551
1239049		Lab Eq	Fixed		Treadwell - Submeters & Power						
1239063		Info Tec	Fixed		Security Camera System - Liber						
1239072		Lab Eq	Fixed		CTE Model 2000-5 UCA						384
1239073		Lab Eq	Fixed		CTE Model 2000-5 UCA						243
1239074		Lab Eq	Fixed		CTE Model 2000-5 UCA						UCA242
1239110	CPF-112	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM LT WT	1000	Pratt	Falcon	SF40	2012	1P9CP4020CB343116
1239111	CPF-107	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT ELEC S	1000	Falcon	Falcon	SF40	2012	1P9CP4025CB343452
1239112	CTF-263	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM TM 600		WILCO		TRAN	2006	1W9AB39266M257317
1239113	CTF-331	Cementing Bulk	Trailer	Auxiliary	AIR CAN CEM HP 600ST TM		Kalyn		600S	2009	5DDKM382091004184
1239114	CPF-053	Cement Pump	Trailer	Cement Pump	UNIT ASSY,CEMENT FALCON LITE E	1000	Pratt	Falcon	SF40	2011	1P9CP4028BB343699
1239115	CPF-071	Cement Pump	Trailer	Cement Pump	FALCON LITE CEMENT UNIT ELEC S	1000	Pratt	Falcon	SF40	2012	1P9CP4027CB343453

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1239155	CTS-419	Silo	Skid	Auxiliary	700 Ft Blend Tank #5		WILCO	Wilco	Silo	2013	7867
1239166		Bulk Plant	Fixed		Air Dryer for Operation Air Co						1E+12
1239167		Bulk Plant	Fixed		Air Dryer #1 Bulk Compress						1E+12
1239168		Bulk Plant	Fixed		Air Dryer #2 Bulk Compress						1E+12
1239182		Bulk Plant	Fixed		Scale System #1 for Blend Tank						1664900006
1239183		Bulk Plant	Fixed		Scale System #2 for Blend Tank						1664900006
1239184		Bulk Plant	Fixed		Scale System #3 for Blend Tank						1664900006
1239185		Bulk Plant	Fixed		Scale System #4 for Blend Tank						1665100165
1239186		Bulk Plant	Fixed		Scale System #5 for Blend Tank						1665100165
1239187		Bulk Plant	Fixed		Scale System #6 for Blend Tank						1665100165
1239206	CTS-318	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						8756
1239207	CTS-317	Silo	Skid		SILO,CMT 970 FT3 LAY DOWN						8755
1239208	CTS-320	Silo	Skid		SILO,CMT 970 FT3 LAY DOWN						8758
1239209	CTS-321	Silo	Skid		SILO,CMT 970 FT3 LAY DOWN						8759
1239210	CTS-319	Silo	Skid		SILO, 970 CU FT		WILCO		970 CuFt	2012	5779
1239211	CTS-322	Silo	Skid		SILO, 970 CU FT		ISF		970 CU FT	2007	Jul-92
1239249	CTS-206	Silo	Skid		CSB-1200 Field Storage Pressur						PV006
1239250	CTS-200	Silo	Skid		CSB-1200 Field Storage Pressur						PV036
1239251	CTS-213	Silo	Skid		CSB-1200 Field Storage Pressur						PV-030
1239252	CTS-201	Silo	Skid		CSB-1200 Field Storage Pressur						PV-028
1239254	CTS-286	Silo	Skid	Auxiliary	SILO, 1300 CU FT		WILCO		1300 CU FT		L1
1239261		Lab Eq	Fixed		CTE Model 22-400 HTHP Consisto						CON286
1239262		Lab Eq	Fixed		CTE Model 22-400 HTHP Consisto						CON285
1239263		Lab Eq	Fixed		CTE Portable Container Lab-20						
1239264		Lab Eq	Fixed		CTE Model 2000-5 UCA						UCA279
1239265		Lab Eq	Fixed		Model 200 Atmospheric Consisto						10.29.2013
1239279	CPF-124	Cement Pump	Trailer	Cement Pump	CMT UNIT, TM FALCON LT	1000	Kalyn	Falcon	FALC	2015	5DDKM4023F1007626
1239280	CTF-570	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		Comm	2014	1W9AB3928EM257706
1239281	CTF-571	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		Comm	2014	1W9AB392XEM257707
1239282	CPF-125	Cement Pump	Trailer	Cement Pump	CMT UNIT, TM FALCON LT	1000	Kalyn	Falcon	FALC	2015	5DDKM4025F1007627
1239307	CTF-572	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3921EM257708
1239308	CTF-573	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3923EM257709
1239321	CTF-574	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3929EM257732
1239325		Lab Eq	Fixed		Ofite Gas Migration Tester, Mo						5.00322E+12
1239326		Lab Eq	Fixed		CTE Static Gel Strength Analyz						SGS001
1239327		Lab Eq	Fixed		Chandler Wettability Tester, M						
1239328		Lab Eq	Fixed		Chandler Curing Chamber, Model						710
1239347	CTF-591	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,BULK DRY 1350 FT3 3		Trail King		APB 1350	2014	1TKP04528EW044132
1239359	CPF-061	Cement Pump	Trailer	Cement Pump	CMT UNIT, TM FALCON LT HYD STAR	1000	Kalyn	Falcon	Blank	2015	5DDKM4029F1007629
1239360	CPF-012	Cement Pump	Trailer	Cement Pump	CMT UNIT, TM FALCON LT HYD STAR	1000	Kalyn	Falcon	Blank	2015	5DDKM4027F1007628
1239375	CTF-575	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3922EM257734
1239376	CTF-577	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3924EM257735
1239377	CTF-576	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3920EM257733
1239378	CTF-578	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3926EM257736
1239379	CTF-579	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		600S	2014	1W9AB3928EM257754
1239387	CTF-594	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 1600 FT3		WILCO		1600CUFT	2015	1W9AB4711FM257810
1239388	CTF-595	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 1600 FT3		WILCO		1600CUFT	2015	1W9AB4711FM257807
1239389	CTF-596	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 1600 FT3		WILCO		1600CUFT	2015	1W9AB4713FM257808
1239390	CTF-597	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 1600 FT3		WILCO		1600CUFT	2015	1W9AB4713FM257811
1239391	CTF-598	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 1600 FT3		WILCO		1600CUFT	2015	1W9AB4715FM257809
1239392	CTF-599	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 1600 FT3		WILCO		1600CUFT	2015	1W9AB471XFM257806
1239402	CTF-586	Cementing Bulk	Trailer	Auxiliary	TRANSPORT,CMT TM 600ST-03 WIDE		WILCO		BH60	2014	1W9AB3923EM257774
1239417		Lab Eq	Fixed		San Antonio Lab Equipment						
1239442		Lab Eq	Fixed		Ultrasonic Gel Strength/Compre						5265-440
1239445		Lab Eq	Fixed	Fixed Asset	Lab Equipment Cement - Eldorad						
1239470		Info Tec	Fixed		Security Gate Controlers 4402						
1239472		Bulk Plant	Fixed		SHL-A18 Styl-Air Dryer						
1239479	CTS-332	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						PPC51497
1239480	CTS-331	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						PPC51496
1239481	CTS-330	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						
1239482	CTS-329	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						9485
1239483	CTS-328	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						9483
1239484	CTS-327	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						9482
1239485	CTS-326	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						9481
1239486	CTS-325	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						9480

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1239487	CTS-324	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						PPC51489
1239488	CTS-323	Silo	Skid	Auxiliary	SILO,CMT 970 FT3 LAY DOWN						PPC51488
1239501	FTF-148	Chem Transport	Trailer	Auxiliary	TRAILER,BULK SAND 1000CF A572		EXA Industrial		PNEUMATIC	2015	3E9142H1FT034469
1239538	FUF-303	Utility	Trailer	Auxiliary	Field Heaters - THERM DYNAMICS		Therm		UTIL	2013	1T9JPHC12DT499675
1239539	FUF-302	Utility	Trailer	Auxiliary	Field Heaters - THERM DYNAMICS		Therm		UTIL	2013	1T9JPHC1XDT499651
1239568	FUF-255	Utility	Trailer	Auxiliary	HEATER TRAILER - ARCTIC BEAR		Maxey		UT	2009	5R8U816279M011973
1239579		Lab Eq	Fixed		Chandler Model 7 consistometer						620
1239581		Lab Eq	Fixed		Chandler Atmospheric Consistom						1196
1239582		Lab Eq	Fixed		Chandler Constant Speed Mixer						1890
1239583		Lab Eq	Fixed		Chandler Viscometer, 12 speed						1379
1239585		Lab Eq	Fixed		CHANDLER UCA TWIN CELL SYSTEM						798
1239591		Lab Eq	Fixed		Chandler Model 7 consistometer						623
1239592		Lab Eq	Fixed		Chandler Model 7 consistometer						624
1239593		Lab Eq	Fixed		Chandler Model 7 consistometer						625
1239604		Lab Eq	Fixed		Chandler Constant Speed Mixer						1892
1239606	CPF-104	Cement Pump	Trailer	Cement Pump	CMT UNIT,TM FALCON LT	1000	Pratt	Falcon	SF40	2011	1P9CP4027BB343394
1239610		Lab Eq	Fixed		Model B Consistometer						593
1239611		Lab Eq	Fixed		Model B Consistometer						829
1239612		Lab Eq	Fixed		Model B Consistometer						RP 158
1239613		Lab Eq	Fixed		UCA TWIN CELL						829L
1239617		Lab Eq	Fixed		UCA TWIN CELL						783
1239618		Lab Eq	Fixed		UCA CELL						816
1239619		Lab Eq	Fixed		ATMOSPHERIC CONSISTOMETER						1179
1239620		Lab Eq	Fixed		CONSTANT SPEED MIXER						1846
1239621		Lab Eq	Fixed		Viscometer, 12 Speed						3500-110V
1239622		Lab Eq	Fixed		HTHP Filter Press						44018
1241592		Buildings	Fixed		4402 N. Main - Hwy. 146 N.						
1241593		Land	Fixed		4402 N. Main - Hwy. 146 N.						
1241594		Land Improvements	Fixed		4402 N. Main - Hwy. 146 N.						
1241615		Buildings	Fixed		3415 Millennium Blvd SE						
1241645		Bulk Plant	Fixed		Bulk Plant SMI						
N/A	N/A	Bulk Plant	Fixed		Wilco Portable Bulk Plant						
N/A	N/A	Bulk Plant	Fixed		Fixed Bulk Plant						
N/A	N/A	Bulk Plant	Fixed		Dual Sided Bulk Plant						
P241626		Buildings	Fixed		Rifle Real Estate - Buildings						
P241817	TRB-767	Tractor	Tractor	Tractor	Peterbilt 388 Mechanic Supply		Peterbilt		388	2012	1NPWL49X6CD137359
P241830		Land	Fixed		28730 HIGHWAY 6						
P241832		Land	Fixed		Rifle Real Estate - Land						
P241892	TRH-004	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2013	1XPTD49X2DD188512
P241895	TRH-008	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2013	1XPTD49X9DD188524
P241916	TRH-032	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49X6ED188563
P241917	TRH-033	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49X8ED188564
P241932	TRH-048	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49XXDD188579
P241933	TRH-049	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49X6ED188580
P241935	TRH-051	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49XXED188582
P241939	TRH-055	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49X2ED188589
P241966	TRH-082	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2014	1XPTD49X1ED188616
P241982	TRH-098	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2015	1XPTD49X8FD188632
P241984	TRH-100	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2015	1XPTD49X1FD188634
P241996	TRH-112	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2013	1XPTD49X7DD186917
P241998	TRH-114	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2013	1XPTD49X0DD186919
P242001	TRH-117	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2013	1XPTD49X0DD186922
P242019	TRH-135	Tractor	Tractor	Tractor	Standard Peterbilt 367 Class 8		Peterbilt		367	2013	1XPTD49X6DD188531
P242031	TRW-003	Tractor	Tractor	Tractor	Peterbilt 388 Class 8 Tractor;		Peterbilt		389	2015	1XPXD40X8FD278250
P242070		Cement Heads	Fixed	Fixed Asset	Permian Basin Cement Heads						
P242077	CTF-141	Cementing Bulk	Trailer	Auxiliary	Summit 660 Bulk Trailer Pneuma		NIMR		660	2014	1M9UT3428EP448259
P242167	SUB-076	Forklift	Body Load	Auxiliary	FORKLIFT		Clark	Clark	C25	2014	P232L-0165-9897MP
P242168	SUB-070	Forklift	Body Load		FORKLIFT			Yale			C810V04967K
P242218	CBF-065	Batch Mixer	Trailer	Auxiliary	100 BBL BATCH MIXER TRAILER		WILCO		Blank	2013	1W9TC4223DM257438
P242221	CTF-086	Cementing Bulk	Trailer		2011 WADSWORTH 660 BULK TRAILER		Wadsworth		660	2011	1W94F3520BW519127
P242227	CTF-111	Cementing Bulk	Trailer	Auxiliary	2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4711DM257478
P242229	CTF-113	Cementing Bulk	Trailer	Auxiliary	2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB471XDM257480
P242230	CTF-118	Cementing Bulk	Trailer	Auxiliary	2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4714DM257510
P242231	CTF-130	Cementing Bulk	Trailer		2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4715DM257533
P242232	CTF-116	Cementing Bulk	Trailer	Auxiliary	2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4716DM257508

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
P242233	CTF-125	Cementing Bulk	Trailer		2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4716DM257525
P242234	CTF-117	Cementing Bulk	Trailer	Auxiliary	2013 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4718DM257509
P242235	CTF-063	Cementing Bulk	Trailer	Auxiliary	2012 OES 1600 Cu. Ft. Field Bi		Wadsworth		FB	2012	1W94F4713BW519722
P242236	CTF-083	Cementing Bulk	Trailer		2011 WADSWORTH 1600 BULK TRAIL		Wadsworth		FB	2011	1W94F4712BW519107
P242243	CTF-028	Cementing Bulk	Trailer		2014-Wilco 660 Bulk Trailer		WILCO		660	2014	1W9AB3920EM257738
P242245	CTF-143	Cementing Bulk	Trailer		2014 Wilco 660 cu. ft. Bulk Tr		WILCO		Blank	2014	1W9AB3920EM257652
P242246	CTF-058	Cementing Bulk	Trailer		2011 Wilco 1600 Bulk Trailer		WILCO		Blank	2012	1V9SX4718CN062571
P242248	CTF-069	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1V9SX4711DN062851
P242249	CTF-070	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1V9SX4713DN062852
P242250	CTF-073	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1V9SX4714DN062892
P242251	CTF-071	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1V9SX4715DN062853
P242252	CTF-074	Cementing Bulk	Trailer		2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1V9SX4716DN062893
P242253	CTF-087	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4712DM257425
P242254	CTF-088	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4710DM257424
P242255	CTF-089	Cementing Bulk	Trailer	Auxiliary	2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4714DM257426
P242256	CTF-090	Cementing Bulk	Trailer		2012 Wilco 1600 Cu. Ft. Bulk T		WILCO		Blank	2013	1W9AB4716DM257427
P242259	CTF-140	Cementing Bulk	Trailer	Auxiliary	2014 Summit 660 cu. ft. Bulk T		NIMR		660	2014	1M9UT3426EP448258
P242263	CTF-105	Cementing Bulk	Trailer	Auxiliary	2013 Wilco 660 Cu. Ft. Bulk Tr		WILCO		Blank	2013	1W9AB3923DM257465
P242265	CTF-107	Cementing Bulk	Trailer		2013 Wilco 660 Cu. Ft. Bulk Tr		WILCO		Blank	2013	1W9AB3922DM257487
P242266	CTF-109	Cementing Bulk	Trailer		2013 Wilco 660 Cu. Ft. Bulk Tr		WILCO		Blank	2013	1W9AB3925DM257493
P242267	CTF-108	Cementing Bulk	Trailer		2013 Wilco 660 Cu. Ft. Bulk Tr		WILCO		Blank	2013	1W9AB3923DM257490
P242274	CTF-102	Cementing Bulk	Trailer		2013 OES 660 Cu. Ft. Bulk Trai		MDPR		TRLR	2013	1M9KF352XDG768646
P242276	CTF-129	Cementing Bulk	Trailer	Auxiliary	2013 OES 660 Cu. Ft. Bulk Trai		MDPR		TRLR	2013	1M9KF3526DG768658
P242279	CTF-103	Cementing Bulk	Trailer	Auxiliary	2013 OES 660 Cu. Ft. Bulk Trai		Wads		660	2013	1W94F3527DW519919
P242281	CTF-104	Cementing Bulk	Trailer	Auxiliary	2012 OES 660 Cu. Ft. Bulk Trai		MDPR		STEP	2013	1M9KF3525DG768649
P242282	CTF-099	Cementing Bulk	Trailer		2012 OES 660 Cu. Ft. Bulk Trai		Wads		FLAT	2013	1W94F3523DW519870
P242283	CTF-101	Cementing Bulk	Trailer		2012 OES 660 Cu. Ft. Bulk Trai		Wads		FLAT	2013	1W94F3525DW519871
P242285	CTF-064	Cementing Bulk	Trailer	Auxiliary	2012 OES 660 Cu. Ft. Bulk Trai		Wadsworth Industries		660	2012	1W94F3529BW519725
P242287	CTF-100	Cementing Bulk	Trailer	Auxiliary	2012 OES 660 Cu. Ft. Bulk Trai		Wads		660	2013	1W94F3529DW519875
P242289	CTF-067	Cementing Bulk	Trailer		2010 OES 660 Cu. Ft. Bulk Trai		MDPR		TRLR	2012	1M9KF3522CG768638
P242292	CTF-016	Cementing Bulk	Trailer	Auxiliary	2012 OES 440 Bulk Body Load Tr		Viking		Blank	2012	1V9SX4718CN062747
P242295	CTF-079	Cementing Bulk	Trailer		2011 WADSWORTH 660 BULK TRAIL		Wadsworth Industries		FLAT	2011	1W94F3524BW519112
P242300	CTF-093	Cementing Bulk	Trailer	Auxiliary	2012 OES 600 Cu. Ft. Bulk Trai		MDPR		TRLR	2013	1M9KF3524DG768643
P242301	CTF-065	Cementing Bulk	Trailer	Auxiliary	2012 OES 600 Cu. Ft. Bulk Trai		Wadsworth		660	2012	1W94F3527BW519772
P242303	CTF-059	Cementing Bulk	Trailer	Auxiliary	2011 Tiger T1600 Field Bin Bul		Tiger		T1600	2012	1T9MSBT00C0002204
P242309	CTF-134	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tyral		Blank	2014	3T1L1B624EC000489
P242310	CTF-136	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tyral		Blank	2014	3T1L1B620EC000490
P242311	CTF-137	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Western Star		4900	2014	3T1L1B622EC000491
P242312	CTF-138	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tyral		Blank	2014	3T1L1B626EC000395
P242316	ATF-097	Acid Transport	Trailer	Auxiliary	2013 Troxell 2000/3000 Gallon		Troxell		Blank	2013	1T9TS4022DR719665
P242322	CTS-024	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	3247
P242323	CTS-025	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-45
P242324	CTS-026	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-26
P242325	CTS-027	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-27
P242326	CTS-028	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-28
P242327	CTS-029	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-29
P242328	CTS-030	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-30
P242329	CTS-031	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-31
P242330	CTS-032	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-32
P242331	CTS-033	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-3
P242332	CTS-034	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-34
P242333	CTS-035	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-35
P242334	CTS-036	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	1003-36
P242335	CTS-037	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	6412
P242340	CTS-043	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silo					2015	5689
P242348	CTS-008	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-8
P242349	CTS-009	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-9
P242350	CTS-010	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-10
P242351	CTS-011	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-11
P242352	CTS-012	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-12
P242353	CTS-013	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-13
P242354	CTS-014	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-14
P242355	CTS-015	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-15
P242356	CTS-016	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-16
P242357	CTS-017	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
P242358	CTS-018	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-48
P242359	CTS-019	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-19
P242360	CTS-020	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-46
P242361	CTS-021	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-21
P242362	CTS-022	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-22
P242363	CTS-023	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	1003-40
P242364	CTS-039	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos					2015	P10316704
P242367	CTS-001	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 2 of					2015	1003-1
P242368	CTS-002	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 3 of					2015	1003-2
P242369	CTS-003	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 4 of					2015	1008-3
P242370	CTS-004	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 5 of					2015	1003-4
P242371	CTS-005	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 6 of					2015	1003-5
P242372	CTS-006	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 7 of					2015	1003-6
P242373	CTS-007	Silo	Skid	Auxiliary	2015 ASME 1100 CUFT Silos 8 of					2015	1003-7
P242376		Cement Heads	Fixed	Fixed Asset	18 5/8 BTC High Pressure Cemen						1309152
P242378	CTF-122	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tytal		1060	2012	3T1L1B623CC000609
P242379	CTF-115	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tytal		1060	2012	3T1L1B623CC000156
P242381	CTF-112	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tytal		1060	2012	3T1L1B628CC000153
P242382	CTF-121	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tytal		1060	2012	3T1L1B62XCC000574
P242383	CTF-120	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tytal		1060	2012	3T1L1B628CC000573
P242385	CTF-135	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Tytal		Blank	2014	3T1L1B62XEC000383
P242388	CTF-096	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Madpro trailer		Blank	2012	3T1L1B625CC000160
P242389	CTF-094	Cementing Bulk	Trailer		1060 Cu. Ft. Dry Bulk Aluminum		Madpro trailer		Blank	2012	3T1L1B62XCC000154
P242390	CTF-097	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Madpro trailer		Blank	2012	3T1L1B629CC000159
P242391	CTF-098	Cementing Bulk	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		Madpro trailer		Blank	2012	3T1L1B627CC000158
P242401		Cement Heads	Fixed	Fixed Asset	10 3/4 and 7 5/8 Cement Head P						120317
P242442	CTF-048	Cementing Bulk	Trailer	Auxiliary	1999 J&L Bulk Transport Traile		HEIL TRAILER		BULK	1999	5JLSN4220X5T05387
P242490		Iron	Fixed	Fixed Asset	Iron - Amigos						
P242491		Iron	Fixed	Fixed Asset	Iron - Amigos						
P242492		Iron	Fixed	Fixed Asset	Iron Racks - Gulfstream - Midl						
P242493		Iron	Fixed	Fixed Asset	Iron - Amigos						
P242494		Iron	Fixed	Fixed Asset	Iron - Forum						
P242495		Iron	Fixed	Fixed Asset	Iron - Summit						
P242496		Iron	Fixed	Fixed Asset	Iron replace #545, 555, 499 Me						
P242497		Iron	Fixed	Fixed Asset	Iron - SPM						
P242498		Iron	Fixed	Fixed Asset	Iron - Amigos - New Mexico						
P242499		Iron	Fixed	Fixed Asset	Iron - Summit						
P242500		Iron	Fixed	Fixed Asset	Iron - Summit - WV						
P242503		Iron	Fixed	Fixed Asset	Revised Iron for Yukon Unit 49						
P242504		Iron	Fixed	Fixed Asset	Iron Replacement-50swivels, st						
P242505		Iron	Fixed	Fixed Asset	Swivel Assy, Hoses, plug, iron						
P242506		Iron	Fixed	Fixed Asset	Iron Racks - Gulfstream - New						
P242508		Iron	Fixed	Fixed Asset	Iron Racks - Gulfstream - Midl						
P242509		Iron	Fixed	Fixed Asset	Iron - Northeast Pump Units						
P242511		Iron	Fixed	Fixed Asset	Iron - Howard Supply - Yukon						
P242512		Iron	Fixed	Fixed Asset	Iron Replacement 877						
P242513		Iron	Fixed	Fixed Asset	Iron Replacement 843						
P242514		Iron	Fixed	Fixed Asset	Iron (plug valve/union seal/ki						
P242515		Iron	Fixed	Fixed Asset	Iron - Stewart Hose and Pipe						
P242516		Iron	Fixed	Fixed Asset	Replacement Iron Medicine Lodg						
P242517		Iron	Fixed	Fixed Asset	Iron - Forum						
P242518		Iron	Fixed	Fixed Asset	Iron Swivel joint flow/valve						
P242519		Iron	Fixed	Fixed Asset	TREATING IRON						
P242520		Iron	Fixed	Fixed Asset	Iron						
P242521		Iron	Fixed	Fixed Asset	Unit 653 - Replacement Iron						
P242522		Iron	Fixed	Fixed Asset	Iron Replacement						
P242524		Iron	Fixed	Fixed Asset	Iron (plug valve/union seal/ki						
P242525		Iron	Fixed	Fixed Asset	Iron - Forum						
P242526		Iron	Fixed	Fixed Asset	Iron - Summit						
P242527		Iron	Fixed	Fixed Asset	Iron Constraints for Consul						
P242528		Iron	Fixed	Fixed Asset	Iron - FMC						
P242529		Iron	Fixed	Fixed Asset	Iron - SPM						
P242530		Iron	Fixed	Fixed Asset	Iron Package for Unit 501						
P242531		Iron	Fixed	Fixed Asset	Iron and Hose Package for Pump						
P242532		Iron	Fixed	Fixed Asset	Iron and Hose Package for Pump						

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
P242533		Iron	Fixed	Fixed Asset	Iron and Hose Package for Pump						
P242535		Iron	Fixed	Fixed Asset	Iron Package for Unit 517						
P242536		Iron	Fixed	Fixed Asset	Iron for Unit 913						
P242537		Iron	Fixed	Fixed Asset	Iron, Allied Cir Rack, chicksa						
P242539		Iron	Fixed	Fixed Asset	NE - Various Units - Replaceme						
P242540		Iron	Fixed	Fixed Asset	Unit 545* Iron Package - Repla						
P242541		Iron	Fixed	Fixed Asset	LeGray Frac Iron 20x4						
P242542		Iron	Fixed	Fixed Asset	Circulating Iron Package						
P242543		Iron	Fixed	Fixed Asset	Circulating Iron Package						
P242544		Iron	Fixed	Fixed Asset	Circulating Iron Package						
P242545		Iron	Fixed	Fixed Asset	Circulating Iron Package						
P242547		Iron	Fixed	Fixed Asset	IRON RACKS						
P242549		Iron	Fixed	Fixed Asset	Loose Iron						
P242550		Iron	Fixed	Fixed Asset	Pearsall Iron Package						
P242552		Iron	Fixed	Fixed Asset	Iron Package for Unit 521						
P242555		Lab Eq	Fixed	Fixed Asset	DUAL CONSISTOMETER		Chandler		4262	2013	842
P242556		Lab Eq	Fixed	Fixed Asset	North Dakota Lab Equipment						
P242558		Lab Eq	Fixed	Fixed Asset	Permian Basin Lab Equipment						
P242559		Lab Eq	Fixed	Fixed Asset	Fann Wettability Tester		Fann		Wettability test apparatus	2010	36086
P242562		Lab Eq	Fixed	Fixed Asset	Lab- Consistometer						14-33
P242563		Lab Eq	Fixed	Fixed Asset	WV Lab upgrade (Consistometer)						14-41
P242564		Lab Eq	Fixed	Fixed Asset	CONSISTOMETER		Chandler		7322	2014	796
P242565		Lab Eq	Fixed	Fixed Asset	West Virginia Lab Equipment -						
P242566		Lab Eq	Fixed	Fixed Asset	lab equipment						
P242568		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		12-10		71
P242574		Lab Eq	Fixed	Fixed Asset	Data Acquisition used with Pum						13-37
P242575		Lab Eq	Fixed	Fixed Asset	Data Acquisition used with Pum						134
P242576		Lab Eq	Fixed	Fixed Asset	Data Acquisition Kit used with						
P242577		Lab Eq	Fixed	Fixed Asset	Data Acquisition Kit used with						
P242578		Lab Eq	Fixed	Fixed Asset	DATA ACQUISITION SYSTEM						287
P242579		Lab Eq	Fixed	Fixed Asset	DATA ACQUISITION SYSTEM						239
P242580		Lab Eq	Fixed	Fixed Asset	DATA ACQUISITION SYSTEM						241
P242581		Lab Eq	Fixed	Fixed Asset	DATA ACQUISITION SYSTEM						240
P242583		Lab Eq	Fixed	Fixed Asset	Data Acquisition Kit for Unit						1.10208E+14
P242584		Lab Eq	Fixed	Fixed Asset	Data Acquisition Kit for Unit						1.27363E+14
P242585		Lab Eq	Fixed	Fixed Asset	Data Acquisition Kit for Unit						1.27327E+14
P242592		Lab Eq	Fixed	Fixed Asset	Desistometer-Transmitter Unit						
P242593		Lab Eq	Fixed	Fixed Asset	Viscometer		Chandler		5550A-110V	2007	101
P242594		Lab Eq	Fixed	Fixed Asset	Data Acquisition Kit used with						G3-10554
P242603		Lab Eq	Fixed	Fixed Asset	lab equipment						
P242616		Lab Eq	Fixed	Fixed Asset	Data Acquisition used with Pum						226
P242621		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		Chandler		30-60	2012	1290
P242622		Lab Eq	Fixed	Fixed Asset	AIR CONDITIONER SYSTEM FOR LAB						201310-CJCC01277
P242625		Lab Eq	Fixed	Fixed Asset	LAB PRESS						314524
P242635		Light Duty Vehicle	Body Load	Auxiliary	2014 DODGE RAM 4500 REG CAB AN		Dodge		Ram 4500	2014	3C7WRLBLXEG182028
P242636		Light Duty Vehicle	Body Load	Auxiliary	2014 DODGE RAM 4500 REG CAB AN		Dodge		Ram 4500	2014	3C7WRLBL7EG171231
P242638		Light Duty Vehicle	Body Load	Auxiliary	2014 DODGE RAM 4500 ST CREW CA		Dodge		Ram 4500	2014	3C7WRLBL1EG316145
P242658		Light Duty Vehicle	Body Load	Auxiliary	2013 Ford F-150 XLT Crew 4x4		Ford		F-150 XLT Crew 4x4	2013	1FTFW1EFXDKF27601
P242695		Light Duty Vehicle	Body Load	Auxiliary	2014-Ford F-150		Ford		F-1500	2014	1FTFW1EF1EK10066
P242697		Light Duty Vehicle	Body Load	Auxiliary	2015-Ford F250		Ford		F-250	2015	1FT7W2BT2FEB88600
P242702		Light Duty Vehicle	Body Load	Auxiliary	2015 Ford F-150		Ford		F-150	2015	1FTFW1ET8EK76951
P242709		Light Duty Vehicle	Body Load	Auxiliary	2012 Dodge 3500 Crew Cab 4x4		Dodge		Ram Chassis Cab	2012	3C7WDTAL6CG326123
P242731		Leasehold Improvements	Fixed	Fixed Asset	Bulk Plant (Portable)						
P242735		Leasehold Improvements	Fixed	Fixed Asset	Midland Portable Lab						
P242783	CTS-410	Silo	Skid	Auxiliary	2014-Wilco 2950cuft. silo		WILCO		Wilco	2014	
P242784	CTS-418	Silo	Skid	Auxiliary	2014-Wilco 2950cuft. silo		WILCO		Wilco	2014	
P242786		Silo	Fixed	Fixed Asset	SIL0, 1300 CU FT		MIDCAB		1300 CU FT	1981	00381-14
P242790		Bulk Plant	Fixed	Fixed Asset	Cement Sample Collector for Bu						
P242811		Shop Equipment	Fixed	Fixed Asset	Rigmats for Portable Bulk Plan						
P242836		Shop Equipment	Fixed	Fixed Asset	Shop Compressor						
P242849		Software	Fixed	Fixed Asset	2 USB keys, report license						
P242852		Software	Fixed	Fixed Asset	Pegasus Vertex Software						
P242861		Facilities	Fixed	Fixed Asset	Truck Scale						
P242862		Facilities	Fixed	Fixed Asset	Truck Scale						
P242921		Air Compressor	Fixed	Auxiliary	Compressor 20-30HP						

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
P243065	CUB-027	Silo Setter	Tractor	Tractor	2014 Western Star Tractor/Silo		Western Star		4900	2014	5KKMAED68EPFW2187
P243078	CUB-025	Silo Setter	Tractor	Tractor	2014 Western Star Tractor 4900		Western Star		4900	2014	5KKHALD62EPFV8660
P243125	TRS-324	Tractor	Tractor	Tractor	2013 Western Star Tractor 4900		Western Star		4900 SF	2013	5KJJAEDR1DPFJ4756
P243137	CBF-063	Batch Mixer	Trailer	Auxiliary	2013 Wilco Batch Mixer		WILCO		Blank	2013	1W9TCA128DM257548
P243139	CBF-067	Batch Mixer	Trailer	Auxiliary	2014 Wilco Batch Mixer		Wilco Machine and Fab		Blank	2014	1W9TCA127EM257672
Q243142	CTS-391	Silo	Skid	Auxiliary	2015-Wilco 660 Bulk Trailer		WILCO FAB		BT 660	2015	1W9AB3927FM257794
Q243157	ATF-091	Acid Transport	Trailer		2013 Troxell 2000/3000 Gallon		Troxell			2009	1T9TS40239R719908
Q243158	FIF-159	Line Transport	Trailer	Auxiliary	Trailer Purchase				Blank	2016	16VGX202XG6078403
Q243159	FIF-160	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Blank	2012	16VGX2023C2642765
Q243160		Cement Heads	Fixed	Fixed Asset	4 1/2" Cement Head		Fast Lock		Single Plug		20647
Q243161		Cement Heads	Fixed	Fixed Asset	9 5/8" Cement Head		Industrial Rubber		Single Plug		41718-1
Q243167		Cement Heads	Fixed	Fixed Asset	13 3/8" Cement Head		Industrial Rubber		Single Plug		081116-8
Q243173		Cement Heads	Fixed	Fixed Asset	5 1/2" Cement Head		Fast Lock		5 1/2" Single Plug	2011	24787
Q243174		Cement Heads	Fixed	Fixed Asset	7 5/8" Cement Head		Fast Lock		7 5/8" Single plug	2010	22733
Q243175		Cement Heads	Fixed	Fixed Asset	8 5/8" Cement Head		ARGUS		8 5/8" Single Plug		CH1461
Q243176		Cement Heads	Fixed	Fixed Asset	9 5/8" Cement Head		Fast Lock		9 5/8" single plug	2013	17641
Q243177		Cement Heads	Fixed	Fixed Asset	13 3/8" Cement Head		Industrial Rubber		13 3/8" Single Plug		12111301
Q243180	FIF-158	Line Transport	Trailer	Auxiliary	Trailer Purchase		Big Tex		Blank	2015	16VGX2023F6073106
Q243181	FIF-161	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Blank	2016	16VGX2029G6049085
Q243183		Cement Heads	Fixed	Fixed Asset	13 3/8" Cement Head		Fast Lock		Single Plug		040212A10793
Q243190		Cement Heads	Fixed	Fixed Asset	9 5/8" Cement Head		Fast Lock		Single Plug		24606
Q243191		Cement Heads	Fixed	Fixed Asset	8 5/8" Cement Head		Industrial Rubber		Single Plug		130364
Q243192		Cement Heads	Fixed	Fixed Asset	9 5/8" Cement Head		Fast Lock		Single Plug		14567
Q243196	CPF-182	Cement Pump	Trailer	Cement Pump	Cement Pump 1	1860	Kalyn	Freemyer	Blank	2016	5DDKE3437G1008306
Q243197	CPF-183	Cement Pump	Trailer	Cement Pump	Cement Pump 2	1860	Kalyn	Freemyer	Blank	2016	5DDKE3435G1008305
Q243198	CPF-184	Cement Pump	Trailer	Cement Pump	Cement Pump 3	1860	Kalyn	Freemyer	Blank	2016	5DDKE3439G1008307
Q243203	FIF-164	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Blank	2016	16VGX2028G6093482
Q243205		Info Tec	Fixed	Fixed Asset	Mgmt Computers (5)						
Q243214		Iron	Fixed	Fixed Asset	Iron rack additions		Jet			2017	
Q243216		Iron	Fixed	Fixed Asset	Iron Package						
Q243217		Iron	Fixed	Fixed Asset	Misc Iron						
Q243218		Iron	Fixed	Fixed Asset	Iron Package 3						
Q243219		Iron	Fixed	Fixed Asset	Iron & High Pressure Hose Pkg						
Q243220		Iron	Fixed	Fixed Asset	Iron rack additions						
Q243221		Iron	Fixed	Fixed Asset	Iron rack additions						
Q243222		Iron	Fixed	Fixed Asset	Iron rack additions						
Q243223		Iron	Fixed	Fixed Asset	Iron Rack on Chem Trailer 3						
Q243224		Iron	Fixed	Fixed Asset	Iron Rack on Chem Trailer 4						
Q243225		Iron	Fixed	Fixed Asset	Addition to Iron Package						
Q243227		Iron	Fixed	Fixed Asset	Iron rack additions						
Q243237		Leasehold Improvements	Fixed	Fixed Asset	CWY Building - Customization						
Q243238		Leasehold Improvements	Fixed	Fixed Asset	Parking lot grading & gravel						
Q243239		Leasehold Improvements	Fixed	Fixed Asset	Custom Electric Work - Lab						
Q243240		Leasehold Improvements	Fixed	Fixed Asset	Rolling Gate - Rear yard entra						
Q243241		Leasehold Improvements	Fixed	Fixed Asset	Concrete sidewalk around build						
Q243242	CTF-018	Cementing Bulk	Trailer	Auxiliary	Vantage 1000 cu ft Air Slide		Vantage		Blank	2012	4E7PA4223CABA3161
Q243243	CTF-019	Cementing Bulk	Trailer	Auxiliary	Vantage 1000 cu ft Air Slide		Vantage		Blank	2012	4E7PA4221CABA3143
Q243244	CTF-020	Cementing Bulk	Trailer	Auxiliary	Vantage 1000 cu ft Air Slide		Vantage		Blank	2012	4E7PA4223CABA3144
Q243245	CTF-021	Cementing Bulk	Trailer	Auxiliary	Vantage 1000 cu ft Air Slide Bulk		Vantage		Blank	2012	4E7PA4227CABA3129
Q243258		Bulk Plant	Fixed	Fixed Asset	Plant Silos (4)						
Q243259		Bulk Plant	Fixed	Fixed Asset	Bulk Plant Silos (2)						
Q243260	CTS-392	Silo	Skid	Auxiliary	Bulk Plant Loading Silo (1) Initial					2015	1W9AB3929FM257795
Q243261		Software	Fixed	Fixed Asset	Development						
Q243262		Software	Fixed	Fixed Asset	September 2015 System Develo						
Q243263		Software	Fixed	Fixed Asset	October 2015 System Developm						
Q243264		Software	Fixed	Fixed Asset	November 2015 System Develop						
Q243265		Software	Fixed	Fixed Asset	January 2016 System Developm						
Q243266		Software	Fixed	Fixed Asset	March 2016 System Developmen						
Q243267		Software	Fixed	Fixed Asset	May 2016 System Development						
Q243268		Software	Fixed	Fixed Asset	July 2016 System Development						
Q243269		Software	Fixed	Fixed Asset	August 2015 System Developme						
Q243270		Software	Fixed	Fixed Asset	December 2015 System Develop						

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
Q243271		Software	Fixed	Fixed Asset	Cement Software2						
Q243272		Software	Fixed	Fixed Asset	Cement Software1						
Q243273		Software	Fixed	Fixed Asset	Aug 2016 System Development						
Q243274		Software	Fixed	Fixed Asset	February 2016 System Develop						
Q243294		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		CTE	2015	42715
Q243307	ATF-103	Acid Transport	Trailer	Auxiliary	Carver		Troxell		Blank	2013	1T9TS4029DR719906
Q243311		Light Duty Vehicle	Body Load	Auxiliary	2016 F350 Utility Bed 1		Ford		F-350	2016	1FD8W3FT5GEA23058
Q243312		Light Duty Vehicle	Body Load	Auxiliary	2016 F350 Utility Bed 2		Ford		F-350	2016	1FD8W3FT7GEA23059
Q243313		Light Duty Vehicle	Body Load	Auxiliary	2016 F350 Utility Bed 3		Ford		F-350	2016	1FD8W3FT3GEA23060
Q243314		Light Duty Vehicle	Body Load	Auxiliary	2016 F350 Utility Bed 4		Ford		F-350	2016	1FD8W3FT5GEA23061
Q243315		Light Duty Vehicle	Body Load	Auxiliary	2016 F350 Engineer Truck		Ford		F-350	2016	1FT8W3BT7GEA04263
Q243316		Light Duty Vehicle	Body Load	Auxiliary	2015 F150 - Field Sales		Ford		F-150	2015	1FTEW1EF4FKD35931
Q243317		Light Duty Vehicle	Body Load	Auxiliary	2016 F350		Ford		F-350	2016	1FT8W3DT2GEC82226
Q243318		Light Duty Vehicle	Body Load	Auxiliary	2016 F350		Ford		F-350	2016	1FT8W3DT3GEC60980
Q243319	TRS-105	Tractor	Tractor	Tractor	Kenworth Tandem T880 1		Kenworth		T880	2016	1XKZD40X4GJ499569
Q243320	TRS-106	Tractor	Tractor	Tractor	Kenworth Tandem T880 2		Kenworth		T880	2016	1XKZD40X2GJ499571
Q243321	TRS-107	Tractor	Tractor	Tractor	Kenworth Tandem T880 3		Kenworth		T880	2016	1XKZD40X0GJ499570
Q243323	TRS-109	Tractor	Tractor	Tractor	Kenworth Tandem T880 5		Kenworth		T880	2016	1XKZD40X4GJ499572
Q243332	TRS-034	Tractor	Tractor	Tractor	2013 Western Star Tractor 4900		Western Star		4900	2013	5KJALDR2DP8Y8583
Q243343	TRS-077	Tractor	Tractor	Tractor	2014 Western Star 4900SF Tract		Western Star		4900 SF	2014	5KJJAED64EPFW1190
Q243344	TRS-040	Tractor	Tractor	Tractor	2014 Western Star 4900 Tractor		Western Star		4900	2014	5KJJAED65EPFW1201
Q243346	CTF-013	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WST 1600 2		WILCO		Blank	2015	1W9AB471XFM257823
Q243347	CTF-014	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WST 1600 3		WILCO		Blank	2015	1W9AB4718FM257867
Q243348	CTF-015	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WST 1600 4		VKST		Blank	2012	1V9SX4713CN062719
Q243350	CTF-001	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 620 1		WILCO		Blank	2015	1W9AB3926FM257804
Q243351	CTF-002	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 620 2		WILCO		Blank	2015	1W9AB3924FM257803
Q243352	CTF-003	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 620 3		WILCO		Blank	2015	1W9AB3921FM257855
Q243353	CTF-004	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 620 4		WILCO		Blank	2015	1W9AB392XFM257854
Q243354	CTF-005	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 1		WILCO		Blank	2015	1W9AB3928FM257805
Q243355	CTF-006	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 2		WILCO		Blank	2013	1W9AB3920DM257486
Q243356	CTF-007	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 3		WILCO		Blank	2013	1W9AB3924DM257488
Q243357	CTF-008	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 4		WILCO		Blank	2013	1W9AB3926DM257489
Q243358	CTF-009	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 5		WILCO		Blank	2013	1W9AB3921DM257491
Q243359	CTF-010	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 6		WILCO		Blank	2013	1W9AB3923DM257492
Q243360	CTF-011	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 7		WILCO		Blank	2014	1W9AB3922EM257653
Q243361	CTF-566	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WBT 660 8		WILCO		Blank	2015	1W9AB3922FM257797
Q243366	FIF-162	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Blank	2016	16VGX2022G6005137
Q243367	FIF-163	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Blank	2017	16VGX2025H6029353
Q243368		Bulk Plant	Fixed	Fixed Asset	Plumb Bulk Plant into Building						
USARCS-0000001	CUF-020	Utility	Trailer	Auxiliary	Air Compressor Trailer		0 Ameritrail		UTILITY	2011	17YBP16218B047302
USARCS-0000002	FUF-313	Utility	Trailer	Auxiliary	Air Compressor Trailer		Cummins		200CFM	2006	16VNX082961C88263
USARCS-0000003	CUF-018	Utility	Trailer	Auxiliary	Air Compressor Trailer		0 Cummins		200CFM		17YBP1625BB047299
USARCS-0000004	CUF-016	Utility	Trailer	Auxiliary	Air Compressor Trailer		0 Cummins	American	200CFM	2012	17YBP1622BB047647
USARCS-0000005	CUF-021	Utility	Trailer	Auxiliary	Air Compressor Trailer		0 Cummins	American	200CFM	2011	17YBP1629BB047645
USBLKP-0000001		Bulk Plant	Fixed		Bulk Plant (From Williston ND)						
USBLKP-0000002		Bulk Plant	Fixed	Fixed Asset	Rifle Bulk Plant						
USBOPT-0000002	CUF-005	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid		0 MCTR			2013	1M9CH202F3W792186
USBOPT-0000003	CUF-006	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid		0 TOP HAT INDUSTRIES			2011	4R7BU2023BT110619
USBOPT-0000004	CUF-007	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid		0 TOP HAT INDUSTRIES			2012	4R7BU2029CT112456
USBOPT-0000006	CUF-008	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid		0 Shop Built				1M94720242W792237
USBOPT-0000008	CUF-009	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid		0 American		UV16	2012	17YBP1627CB050819
USBOPT-0000013	CUF-012	Utility	Trailer	Auxiliary	Cementing - C-Pump/Boost-Skid		0 Shopbuilt		TRL	1982	NM85852
USCBTA-0000052	CTF-622	Cementing Bulk	Trailer	Auxiliary	Cementing, Transport/Storage		WILCO		660	2015	1W9AB3920FM257796
USCBTA-0000057	CTF-593	Cementing Bulk	Trailer	Auxiliary	Cement Bulk		FORT			2002	20181232413
USCBTA-0000061	FUF-308	Utility	Trailer	Auxiliary	1060 Cu. Ft. Dry Bulk Aluminum		I.B.T INC.		AIRSLIDE	1995	4J8B0432XTT0007206
USCBTA-0000062	CTF-012	Cementing Bulk	Trailer	Auxiliary	Bulk Trailer WST 1600		WILCO		WST 1600	2015	1W9AB4711FM257824
USCPTR-0000033	CPF-085	Cement Pump	Trailer	Cement Pump	CEM PUMP MCP2000 TM LT WT	1000	Pratt	Falcon		2010	1P9CP4023AB343236
USFACI-0000006		Facilities	Fixed	Fixed Asset	Sales Tax - Cement Investment						
USGEPT-0000029	FUF-372	Utility	Trailer	Auxiliary	FRAC HOSE TRAILER		MC Trailer Mfg		Blank	2012	1M9UT202U2W792235
USGEPT-0000050	FIF-170	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2017	16VGX2022H6087470
USGEPT-0000051	FIF-171	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2017	16VGX2021H6087461
USGEPT-0000052	FIF-172	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2018	16VGX2021J6099521
USGEPT-0000053	FIF-173	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2017	16VGX2023H6087462
USGEPT-0000054	FIF-174	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2017	16VGX2029H6079754
USGEPT-0000055	FIF-175	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2018	16VGX2025J6090692

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
USGEPT-0000056	FIF-176	Line Transport	Trailer	Auxiliary	Big Tex Trailer - Iron Trailer		Big Tex		Gooseneck	2018	16VGX2024J6096452
USGEPT-0000062	FUF-312	Utility	Trailer	Auxiliary	PORTABLE HEATER		TRITON		HI750	2011	4TCSU2755BHH00102
USGEPT-0000078	FUF-182	Utility	Trailer	Auxiliary	Utility trailer		Perkins Trailer CO		TRL	2002	44CPL16242T027228
USGEPT-0000084	FUT-072	Utility	Trailer	Auxiliary	Utility trailer		Top Hat	Top Hat	14000 lds	2012	4R7BU242CT117610
USGEPT-0000090	FUT-052	Utility	Trailer	Auxiliary	Utility trailer		Shop Made				
USGEPT-0000091	FUF-272	Utility	Trailer	Auxiliary	Utility trailer		Circle J Trailer		FB	1991	RJT610000191
USHLDV-0000004	TRB-751	Tractor	Tractor	Tractor	STAKEBED TANDEM ISC		Peterbilt		335	2006	2NP2L29X56M646180
USHMAN-0000011	TRB-743	Maintenance Truck	Tractor	Tractor	MAINT TRUCK PETE 330 ISC		Peterbilt		337	2013	2NP2HN7X5DM185844
USLBEQ-0000002		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		IKA		RW20DS1		
USLBEQ-0000003		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		Chandler		30605		472
USLBEQ-0000004		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		Chandler		3060	2003	1140
USLBEQ-0000005		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		Chandler		3060	2007	1393
USLBEQ-0000006		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		Chandler		3060	2012	1873
USLBEQ-0000007		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		CTE		7000		40915
USLBEQ-0000008		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		CTE		7000		06.04.12
USLBEQ-0000009		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		Chandler		3060	2007	1873
USLBEQ-0000010		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		CTE		7000		06.04.12
USLBEQ-0000011		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		12-70		
USLBEQ-0000012		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		12-70		
USLBEQ-0000013		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		1200		
USLBEQ-0000014		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		1200	2007	
USLBEQ-0000015		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		1200	2003	
USLBEQ-0000016		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		1200		
USLBEQ-0000019		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		1200	2012	
USLBEQ-0000020		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200	2015	
USLBEQ-0000021		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Ofite		60	2014	
USLBEQ-0000022		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200	2013	
USLBEQ-0000023		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200	2017	
USLBEQ-0000024		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200	2015	
USLBEQ-0000025		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200		
USLBEQ-0000026		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		Chandler		1200		
USLBEQ-0000027		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200		
USLBEQ-0000028		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200		
USLBEQ-0000029		Lab Eq	Fixed	Fixed Asset	ATMOSPHERIC CONSISTOMETER		CTE		M200		
USLBEQ-0000030		Lab Eq	Fixed	Fixed Asset	Viscometer		Chandler		35A	2012	2046
USLBEQ-0000031		Lab Eq	Fixed	Fixed Asset	Viscometer		Chandler		35A	2012	1100XXXXA096
USLBEQ-0000032		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	96
USLBEQ-0000033		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	753
USLBEQ-0000034		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	754
USLBEQ-0000035		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	2490
USLBEQ-0000036		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	2634
USLBEQ-0000037		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	3605
USLBEQ-0000038		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	40017
USLBEQ-0000039		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	42990
USLBEQ-0000040		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	10078503
USLBEQ-0000041		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	10078689
USLBEQ-0000042		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	10094990
USLBEQ-0000043		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	10098478
USLBEQ-0000044		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	88101652
USLBEQ-0000045		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	90074365
USLBEQ-0000046		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	92047856
USLBEQ-0000047		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	
USLBEQ-0000048		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	
USLBEQ-0000049		Lab Eq	Fixed	Fixed Asset	Viscometer		Fann		35A	2012	10098456
USLBEQ-0000050		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	004-12-1528
USLBEQ-0000051		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	004-12-1586
USLBEQ-0000052		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	03-139
USLBEQ-0000053		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	03-165
USLBEQ-0000054		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	03-168
USLBEQ-0000055		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	04-279
USLBEQ-0000056		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	05-502
USLBEQ-0000057		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	05-512
USLBEQ-0000058		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	06-568
USLBEQ-0000059		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	06-603
USLBEQ-0000060		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	07-902

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
USLBEQ-0000061		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	004-11-1518
USLBEQ-0000062		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	004-12-1542
USLBEQ-0000063		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	04-304
USLBEQ-0000064		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	05-464
USLBEQ-0000065		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	05-511
USLBEQ-0000066		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	07-822
USLBEQ-0000067		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	08-1024
USLBEQ-0000068		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	10-1284-003
USLBEQ-0000069		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	11-1388-003
USLBEQ-0000070		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	13-5284-001
USLBEQ-0000071		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		M900	2012	04-302
USLBEQ-0000072		Lab Eq	Fixed	Fixed Asset	Viscometer		Ofite		800	2012	5.02019E+12
USLBEQ-0000073		Lab Eq	Fixed	Fixed Asset	Viscometer		Grace		M3600	2013	M3600-0361
USLBEQ-0000074		Lab Eq	Fixed	Fixed Asset	Viscometer		Grace		M3600	2013	M3600-0363
USLBEQ-0000075		Lab Eq	Fixed	Fixed Asset	Viscometer		Grace		M3600	2013	M3600-5-0450
USLBEQ-0000084		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Chandler		5550		151
USLBEQ-0000085		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Chandler		5550		152
USLBEQ-0000086		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Chandler		5550		106
USLBEQ-0000087		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Chandler		5550		440
USLBEQ-0000088		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Chandler		5550		441
USLBEQ-0000089		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Fann		50		1178
USLBEQ-0000090		Lab Eq	Fixed	Fixed Asset	HTHP Viscometer		Fann		50		1178
USLBEQ-0000091		Lab Eq	Fixed	Fixed Asset	Digital Scale		A&D Company		50031		5215469
USLBEQ-0000092		Lab Eq	Fixed	Fixed Asset	Digital Scale		Mettler		AB204-S		1122140049
USLBEQ-0000093		Lab Eq	Fixed	Fixed Asset	Digital Scale		Ohaus		PA3102	2013	B408317294
USLBEQ-0000094		Lab Eq	Fixed	Fixed Asset	Digital Scale		Ohaus		PA3102		B4308423
USLBEQ-0000095		Lab Eq	Fixed	Fixed Asset	Digital Scale		Mettler		AE160		E01648
USLBEQ-0000096		Lab Eq	Fixed	Fixed Asset	Digital Scale		Ohaus		EP3102		J1151126131769P
USLBEQ-0000097		Lab Eq	Fixed	Fixed Asset	Digital Scale		Mettler		AE50		N33294
USLBEQ-0000099		Lab Eq	Fixed	Fixed Asset	Chiller		Thermo		41103		
USLBEQ-0000103		Lab Eq	Fixed	Fixed Asset	Wettability Tester		Chandler		3065		227
USLBEQ-0000109		Lab Eq	Fixed	Fixed Asset	Compressive Strength Tester		Chandler		4297D	2012	337
USLBEQ-0000110		Lab Eq	Fixed	Fixed Asset	Compressive Strength Tester		Carver		3851-0	2010	140179
USLBEQ-0000116		Lab Eq	Fixed	Fixed Asset	CONSTANT SPEED MIXER		CTE		7000		62216
USLBEQ-0000118		Lab Eq	Fixed	Fixed Asset	Rheometer		Brookfield		PVS002AB		5529512
USLBEQ-0000119		Lab Eq	Fixed	Fixed Asset	Rheometer		Brookfield		PVS002AB		6529612
USLBEQ-0000121		Lab Eq	Fixed	Fixed Asset	Rheometer		Brookfield		PVS002AB		P072103-1
USLBEQ-0000122		Lab Eq	Fixed	Fixed Asset	Rheometer		Brookfield		PVS002AB		P103197-1
USLBEQ-0000123		Lab Eq	Fixed	Fixed Asset	Rheometer		Brookfield		PVS002AB		P122403-1
USLBEQ-0000124		Lab Eq	Fixed	Fixed Asset	Single Control Dry-Block Teste		Condens Instruments		C13510J001		27386
USLBEQ-0000125		Lab Eq	Fixed	Fixed Asset	Single Cell UCA		Chandler		4265	2009	607
USLBEQ-0000127		Lab Eq	Fixed	Fixed Asset	Single Cell UCA		CTE		M2000-5	2015	235
USLBEQ-0000128		Lab Eq	Fixed	Fixed Asset	Single Cell UCA		CTE		M2000-5	2015	297
USLBEQ-0000129		Lab Eq	Fixed	Fixed Asset	Single Cell UCA		CTE		M2000-5	2015	298
USLBEQ-0000130		Lab Eq	Fixed	Fixed Asset	Single Cell UCA		CTE		M2000-5	2015	303
USLBEQ-0000131		Lab Eq	Fixed	Fixed Asset	DUAL CELL UCA		Chandler		4262	2012	746
USLBEQ-0000132		Lab Eq	Fixed	Fixed Asset	DUAL CELL UCA		Chandler		4262	2012	748
USLBEQ-0000133		Lab Eq	Fixed	Fixed Asset	DUAL CELL UCA		Chandler		4262	2012	791
USLBEQ-0000134		Lab Eq	Fixed	Fixed Asset	DUAL CELL UCA		Chandler		4262	2012	792
USLBEQ-0000135		Lab Eq	Fixed	Fixed Asset	DUAL CELL UCA		Chandler		4262	2012	847
USLBEQ-0000136		Lab Eq	Fixed	Fixed Asset	DUAL CELL UCA		Chandler		4262	2012	853
USMCSL-0000001	CTF-625	Cementing Bulk	Trailer	Auxiliary	4000 CU FT Ports Bulk Storage			Viking	Tow Away	2010	1T9S55617ER719145
USMCSL-0000002	CTF-624	Cementing Bulk	Trailer	Auxiliary	1600 CU FT LAYDOWN FIELD BIN		Viking			2010	1V9SX4710BN062255
USMCSS-0000003	CTS-407	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO			2009	1981
USMCSS-0000004	CTS-429	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO			2008	2818
USMCSS-0000005	CTS-413	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO				
USMCSS-0000006	CTS-466	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO	Wilco			
USMCSS-0000007	CTS-409	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO				
USMCSS-0000008	CTS-428	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO	Wilco			
USMCSS-0000009		Silo	Fixed	Fixed Asset	1300 CU FT CEMENT SILO		WILCO				
USMCSS-0000010	CTS-411	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO				
USMCSS-0000012	CTS-416	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO				
USMCSS-0000013	CTS-426	Silo	Skid	Auxiliary	1300 CU FT CEMENT SILO		WILCO			2013	
USMCSS-0000014	CTS-390	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				B73133
USMCSS-0000015	CTS-433	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
USMCSS-0000016	CTS-424	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	ISF		2007	07-Z185
USMCSS-0000017	CTS-430	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	Wilco		2008	1003-38
USMCSS-0000018	CTS-432	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	ASME		2014	1003-39
USMCSS-0000019	CTS-422	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	Wilco		2012	5780
USMCSS-0000020	CTS-420	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	Wilco		2012	6429
USMCSS-0000021	CTS-414	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				BJ-73052-32021-2
USMCSS-0000022	CTS-423	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				BJ-J604-32021-1
USMCSS-0000023	CTS-403	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				
USMCSS-0000024	CTS-401	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				S-6
USMCSS-0000025	CTS-400	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	Wilco			6500B925
USMCSS-0000026	CTS-412	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				
USMCSS-0000027	CTS-352	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO			2012	1003-33
USMCSS-0000028	CTS-427	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				
USMCSS-0000029	CTS-431	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				
USMCSS-0000030	CTS-405	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				H-6
USMCSS-0000031	CTS-415	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				
USMCSS-0000032	CTS-402	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				H-2
USMCSS-0000033	CTS-404	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				BH058-4
USMCSS-0000034	CTS-408	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO	Appco			
USMCSS-0000035	CTS-406	Silo	Skid	Auxiliary	970 CU FT CEMENT SILO		WILCO				
USMCSS-0000036	CTS-434	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 1
USMCSS-0000037	CTS-435	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 3A
USMCSS-0000038	CTS-436	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 7
USMCSS-0000039	CTS-437	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO			Fabrication Co. Inc.	Silo	2005	1430
USMCSS-0000040	CTS-438	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO			Wilco	Silo	2012	5966
USMCSS-0000041	CTS-439	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 661
USMCSS-0000042	CTS-440	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 665
USMCSS-0000043	CTS-441	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		8760
USMCSS-0000044	CTS-442	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		6800M
USMCSS-0000045	CTS-443	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		66182
USMCSS-0000046	CTS-444	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		66183
USMCSS-0000047	CTS-445	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO			Industrial Service &	Silo	2006	Jun-21
USMCSS-0000048	CTS-446	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		664
USMCSS-0000049	CTS-447	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 12
USMCSS-0000050	CTS-448	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 17
USMCSS-0000051	CTS-449	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 6
USMCSS-0000052	CTS-450	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 39
USMCSS-0000053	CTS-451	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 22
USMCSS-0000054	CTS-452	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 3
USMCSS-0000055	CTS-453	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 653
USMCSS-0000056	CTS-454	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 26
USMCSS-0000057	CTS-455	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 673
USMCSS-0000058	CTS-456	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO			Wilco	Silo		5762
USMCSS-0000059	CTS-457	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 14
USMCSS-0000060	CTS-458	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 10
USMCSS-0000061	CTS-459	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 659
USMCSS-0000062	CTS-460	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 660
USMCSS-0000063	CTS-461	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		BH193
USMCSS-0000064	CTS-462	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 16
USMCSS-0000065	CTS-463	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 19
USMCSS-0000066	CTS-464	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 2
USMCSS-0000067	CTS-465	Silo	Skid	Auxiliary	BULK CEMENT FIELD SILO				Silo		Silo 02
USMCSS-0000068	CTS-134	Silo	Skid	Auxiliary	970 CU FT SILO						BJ6800M153
USMSCI-0000003		Intangible	Fixed	Fixed Asset	Cement Tech Agreement						
USTRCT-0000128	TRH-832	Tractor	Tractor	Tractor	Tractor - Hydraulic		Peterbilt		367	2013	1XPTD49X7DD166389
USTRCT-0000140	TRH-678	Tractor	Tractor	Tractor	Tractor - Hydraulic		Peterbilt		367	2013	1XPTD49X7DD163279
USTRCT-0000274	TRB-761	Tractor	Tractor	Tractor	TRUCK, CONV STAKEBED		Kenworth		T8 Series	2000	2XKDD89X4KM921228
USTRCT-0000295	TRH-1016	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2013	1XPTD49X0DD166105
USTRCT-0000300	TRH-2080	Tractor	Tractor	Tractor	TRACTOR HYD I ISX LT WT		Peterbilt		367	2011	1XPTD49X7BD117044
USTRCT-0000320	TRH-855	Tractor	Tractor	Tractor	TRACTOR, HYDRAULIC		Peterbilt		367	2011	1XPTD49X1BD117086
USTRCT-0000321	TRH-778	Tractor	Tractor	Tractor	TRACTOR, HYDRAULIC		Peterbilt		367	2011	1XPTD49X7BD123166
USTRCT-0000341	TRH-790	Tractor	Tractor	Tractor	Tractor - Hydraulic		Peterbilt		367	2013	1XPTD49X5DD166150
USTRCT-0000343	TRH-788	Tractor	Tractor	Tractor	Tractor - Hydraulic		Peterbilt		367	2013	1XPTD49X9DD166247
USTRCT-0000349	TRH-154	Tractor	Tractor	Tractor	TRACTOR HYDRAULIC		Peterbilt		367	2012	1XPTD49X7CD137442
1233330e		Engine	Child Asset	Child Asset	Engine						

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1233385e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000152		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD I ISX					
1233411e		Engine	Child Asset	Child Asset	Engine					
1233422e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000232		Tractor	Child Asset	Child Asset	Refurb: US01-00000137: TRH-183					
1233455e		Engine	Child Asset	Child Asset	Engine					
1233456e	79237853	Engine	Child Asset	Child Asset	Engine					79237853
USTRCT-0000282		Tractor	Child Asset	Child Asset	Refurb- TRACTOR COMPRESSOR ISX					
1233476e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000280		Tractor	Child Asset	Child Asset	Refurb- TRACTOR COMPRESSOR ISX					
1233490e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000228		Tractor	Child Asset	Child Asset	Refurb: US01-00000395: TRB-220					
1233493e		Engine	Child Asset	Child Asset	Engine					
1233495e		Engine	Child Asset	Child Asset	Engine					
1233496e		Engine	Child Asset	Child Asset	Engine					
1233555e		Engine	Child Asset	Child Asset	Engine					
1233564e	79233639	Engine	Child Asset	Child Asset	Engine					79233639
USTRCT-0000098		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD-II ISX					
USTRCT-0000201		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD-VII ISX					
1233724e		Engine	Child Asset	Child Asset	Engine					
1233725e	79312041	Engine	Child Asset	Child Asset	Engine					79312041
1233726e	79312040	Engine	Child Asset	Child Asset	Engine					79312040
1233727e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000281		Tractor	Child Asset	Child Asset	Refurb- TRACTOR COMPRESSOR ISX					
USTRCT-0000034		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD I ISX					
USTRCT-0000206		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD I ISX					
1233945e	79422076	Engine	Child Asset	Child Asset	Engine					79422076
1233958e		Engine	Child Asset	Child Asset	Engine					
1233983e	79422933	Engine	Child Asset	Child Asset	Engine					79422933
1233986a		Tractor	Child Asset	Child Asset	Refurb - TRACTOR HYD I ISX LT					
1233986f		Tractor	Child Asset	Child Asset	Refurb - TRACTOR HYD I ISX LT					
USTRCT-0000001		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD I ISX LT WT					
1234029d		Transmission	Child Asset	Child Asset	Transmission					
1234125e	79449132	Engine	Child Asset	Child Asset	Engine					79449132
1234126e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000084		Tractor	Child Asset	Child Asset	Refurb- TRACTOR COMPRESSOR ISX					
1234201e	79155291	Engine	Child Asset	Child Asset	Engine					79155291
1234223e		Engine	Child Asset	Child Asset	Engine					
1234232e	79147868	Engine	Child Asset	Child Asset	Engine					79147868
USTRCT-0000053		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD-II ISX					
USTRCT-0000094		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD-II ISX					
1234276e	79169322	Engine	Child Asset	Child Asset	Engine					79169322
USTRCT-0000200		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD-V ISX					
USTRCT-0000054		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD-II ISX					
1234327e		Engine	Child Asset	Child Asset	Engine					
1234341d		Transmission	Child Asset	Child Asset	Transmission					
1234352e		Engine	Child Asset	Child Asset	Engine					
1234412e		Engine	Child Asset	Child Asset	Engine					
1234418e		Engine	Child Asset	Child Asset	Engine					
1234448e		Engine	Child Asset	Child Asset	Engine					
1234456e	79092534	Engine	Child Asset	Child Asset	Engine					79092534
1234546e		Engine	Child Asset	Child Asset	Engine					
USTRCT-0000298		Tractor	Child Asset	Child Asset	Refurb: ATS TRB-147					
USTRCT-0000183		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD-II ISX					
1234653e		Engine	Child Asset	Child Asset	Engine					
1234690e		Engine	Child Asset	Child Asset	Engine					
1234833c		Power End	Child Asset		Power End					
1234833d		Transmission	Child Asset		Transmission					
1234833e		Engine	Child Asset		Engine					
1234834e		Engine	Child Asset	Child Asset	Engine					
1234835e		Engine	Child Asset	Child Asset	Engine					
1234835d		Transmission	Child Asset	Child Asset	Transmission					
1234837e		Engine	Child Asset	Child Asset	Engine					
1234837h		Cement Pump	Child Asset	Child Asset	Refurb - CEM PUMP MCP2000 TM					
1234841c		Power End	Child Asset	Child Asset	Power End					

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHPH Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1234841d		Transmission	Child Asset	Child Asset	Transmission					
1234841e		Engine	Child Asset	Child Asset	Engine					
USCPTR-0000023		Cement Pump	Child Asset	Child Asset	Refurb-CMT UNIT,TM FALCON LT					
USCPTR-0000024		Cement Pump	Child Asset	Child Asset	Refurb-CMT UNIT,TM FALCON LT					
1234847e		Engine	Child Asset	Child Asset	Engine					
USTRNS-0000811	3110088776	Transmission	Child Asset	Child Asset	Transmission	Allison	Allison	6061		3110088776
USPREN-0000220	GO615-11061	Power End	Child Asset	Child Asset	Power End		Pacemaker			GO615-11061
1234849d	30-21867	Transmission	Child Asset	Child Asset	Transmission		Allison			30-21867
1234849c	68973-19	Power End	Child Asset	Child Asset	Power End		Pacemaker			68973-19
1234849e	6R0813411	Engine	Child Asset	Child Asset	Engine					6R0813411
1234851d		Transmission	Child Asset	Child Asset	Transmission					
1234851e		Engine	Child Asset	Child Asset	Engine					
1234854e		Engine	Child Asset	Child Asset	Engine					
1234856e		Engine	Child Asset	Child Asset	Engine					
1234857d		Transmission	Child Asset	Child Asset	Transmission					
1234857e		Engine	Child Asset	Child Asset	Engine					
USTRNS-0000462	3033928	Transmission	Child Asset	Child Asset	Transmission		Allison			3033928
USCPTR-0000005		Cement Pump	Child Asset	Child Asset	Refurb- CEM PUMP MCP2000 TM					
USTRNS-0000402	34569	Transmission	Child Asset	Child Asset	Transmission		Allison			34569
1234862e		Engine	Child Asset	Child Asset	Engine					
1234864d		Transmission	Child Asset	Child Asset	Transmission					
1234864e		Engine	Child Asset	Child Asset	Engine					
1239354		Cement Pump	Child Asset	Child Asset	FALCON REBUILD :ORD 4179896 C1	Kalyn		FALC	2006	
1234866e		Engine	Child Asset	Child Asset	Engine					
1234867h		Cement Pump	Child Asset	Child Asset	Refurb - CEM PUMP MCP2000 TM					
USCPTR-0000009		Cement Pump	Child Asset	Child Asset	Refurb- CEM PUMP MCP2000 TM					
1234870d		Transmission	Child Asset	Child Asset	Transmission					
1234870e		Engine	Child Asset	Child Asset	Engine					
USTRNS-0000649	34367	Transmission	Child Asset	Child Asset	Transmission					34367
1234871e		Engine	Child Asset	Child Asset	Engine					
USTRNS-0000131		Transmission	Child Asset	Child Asset	Transmission					3110107467
USTRNS-0000494		Transmission	Child Asset	Child Asset	Transmission					
1234872c	16897323	Power End	Child Asset	Child Asset	Power End		Pacemaker			16897323
1234872d	30-34518	Transmission	Child Asset	Child Asset	Transmission					30-34518
1234872e	6R0880691	Engine	Child Asset	Child Asset	Engine					6R0880691
1234876d		Transmission	Child Asset	Child Asset	Transmission					
1234876e		Engine	Child Asset	Child Asset	Engine					
1234881e		Engine	Child Asset	Child Asset	Engine					
1234882e		Engine	Child Asset	Child Asset	Engine					
1234883d	6610207949	Transmission	Child Asset	Child Asset	Transmission		Allison			6610207949
1234883e	6R0934050	Engine	Child Asset	Child Asset	Engine					6R0934050
USTRNS-0000376		Transmission	Child Asset	Child Asset	Transmission					
1234884c		Power End	Child Asset	Child Asset	Power End					
1234884d		Transmission	Child Asset	Child Asset	Transmission					
1234884e		Engine	Child Asset	Child Asset	Engine					
USPREN-0000188	GO615-11015	Power End	Child Asset	Child Asset	Power End		Pacemaker			GO615-11015
1234886h		Cement Pump	Child Asset	Child Asset	Refurb - CEM PUMP MCP2000 TM					
1234887d		Transmission	Child Asset	Child Asset	Transmission					
USENGE-0000249	06RE300458	Engine	Child Asset	Child Asset	Engine	Detroit	Detroit	Series 60		06RE300458
USENGE-0000302	06R0934808	Engine	Child Asset	Child Asset	Engine	Detroit	Detroit	Series 60		06R0934808
USPREN-0000349	141219PTL2	Power End	Child Asset	Child Asset	Power End		Pacemaker			141219PTL2
1234889e		Engine	Child Asset	Child Asset	Engine					
USCPTR-0000018		Cement Pump	Child Asset	Child Asset	Refurb- CEM PUMP MCP2000 TM					
USENGE-0000238	06R1044519	Engine	Child Asset	Child Asset	Engine	Detroit Diesel (MTU)	Detroit	Series 60		06R1044519
1234898c	190393-85	Power End	Child Asset	Child Asset	Power End		Pacemaker			190393-85
1234898e	6R0954740	Engine	Child Asset	Child Asset	Engine					6R0954740
USENGE-0000043	06R0967264	Engine	Child Asset	Child Asset	Engine	Detroit Diesel (MTU)	Detroit	Series 60		06R0967264
1234905e		Engine	Child Asset	Child Asset	Engine	Detroit Diesel (MTU)		Series 60		
USENGE-0000047	06R1041723	Engine	Child Asset	Child Asset	Engine	Detroit Diesel (MTU)	Detroit	Series 60		06R1041723
USTRNS-0000403	6610331856 B Side	Transmission	Child Asset	Child Asset	Transmission	Allison	Allison	4700		6610331856
USTRNS-0000229	6610348836	Engine	Child Asset	Child Asset	Transmission	Allison	Allison	HD4700 TC561		6610348836
USTRNS-0000754	MIE015771RBE	Transmission	Child Asset	Child Asset	Transmission	Allison	Allison	4700		MIE015771RBE
1234909d	06L08	Transmission	Child Asset	Child Asset	Transmission		Allison			06L08
1234909e	6R0969911	Engine	Child Asset	Child Asset	Engine					6R0969911
USTRNS-0000143		Transmission	Child Asset	Child Asset	Transmission					

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1234910e		Engine	Child Asset	Child Asset	Engine						
USPREN-0000435		Power End	Child Asset	Child Asset	Power End						
1234911c		Power End	Child Asset	Child Asset	Power End						
1234911e		Engine	Child Asset	Child Asset	Engine						
1234913c	190393-96	Power End	Child Asset	Child Asset	Power End			Pacemaker			190393-96
1234913d	6610215953	Transmission	Child Asset	Child Asset	Transmission			Allison			6610215953
1234913e	6R0969910	Engine	Child Asset	Child Asset	Engine						6R0969910
USCPTR-0000020		Cement Pump	Child Asset	Child Asset	Refurb- CEM PUMP MCP2000 TM						
1234918e		Engine	Child Asset	Child Asset	Engine						
USTRNS-0000397	3517485	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	CLT 6061		3517485
1234920h		Cement Pump	Child Asset	Child Asset	Refurb - CEM PUMP MCP2000 TM						
1234921h		Cement Pump	Child Asset	Child Asset	Refurb - CEM PUMP MCP2000 TM						
USTRNS-0000463	731004769	Transmission	Child Asset	Child Asset	Transmission			Allison			731004769
USTRNS-0000782	3110107467	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	6061		3110107467
1234923e		Engine	Child Asset	Child Asset	Engine						
USCPTR-0000008		Cement Pump	Child Asset	Child Asset	Refurb- CEM PUMP MCP2000 TM						
1234928d		Transmission	Child Asset	Child Asset	Transmission						
1234928e		Engine	Child Asset	Child Asset	Engine						
1234930c		Power End	Child Asset	Child Asset	Power End						
1234930d		Transmission	Child Asset	Child Asset	Transmission						
1234930e		Engine	Child Asset	Child Asset	Engine						
USPREN-0000351	112	Power End	Child Asset	Child Asset	Power End			Pacemaker			112
USPREN-0000409	F0314-23459	Power End	Child Asset	Child Asset	Power End						F0314-23459
1234932c		Power End	Child Asset	Child Asset	Power End						
1234932d		Transmission	Child Asset	Child Asset	Transmission						
1234932e		Engine	Child Asset	Child Asset	Engine						
USPREN-0000158		Power End	Child Asset	Child Asset	Power End						
USTRNS-0000495	311088249	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	6061		311088249
1234933c	4032AL	Power End	Child Asset	Child Asset	Power End			Pacemaker			4032AL
1234933e	6R0785950	Engine	Child Asset	Child Asset	Engine						6R0785950
USCPTR-0000043		Cement Pump	Child Asset	Child Asset	REFURB - CEMENT PUMP						
1234939c		Power End	Child Asset	Child Asset	Power End						
1234939e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000025		Cement Bulk	Child Asset	Child Asset	Refurb-TRANSPORT,CMT TM 600ST-						
USCBTA-0000026		Cement Bulk	Child Asset	Child Asset	Refurb-TRANSPORT,CMT TM 600ST-						
1234964e	6VF221995	Engine	Child Asset	Child Asset	Engine						6VF221995
1234965e	6VF222047	Engine	Child Asset	Child Asset	Engine						6VF222047
USCBTA-0000049		Cement Bulk	Child Asset	Child Asset	Refurb at ATS CTF-164						
1234971e	4R0042979	Engine	Child Asset	Child Asset	Engine						4R0042979
USCBTA-0000054		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM TM 600						
USCBTA-0000004		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM TM 600						
USCBTA-0000036		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000217: CTF-169						
USCBTA-0000037		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000329: CTF-169						
USCBTA-0000050		Cement Bulk	Child Asset	Child Asset	Refurb at ATS E373/CTF-171						
USCBTA-0000056		Cement Bulk	Child Asset	Child Asset	Refurb- TRANSPORT,CMT TM 600ST						
USCBTA-0000001		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM TM 600						
1234997d		Transmission	Child Asset	Child Asset	Transmission						
1234997e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000055		Cement Bulk	Child Asset	Child Asset	Refurb- TRANSPORT,CMT TM 600ST						
1235014e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000030		Cement Bulk	Child Asset	Child Asset	Refurb-AIR CAN CEM TM 600						
1235020e		Engine	Child Asset	Child Asset	Engine						
USENGE-0000251	68134995	Engine	Child Asset	Child Asset	Engine		Cummins	Cummins	2600		68134995
1235022e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000002		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM TM 600						
USCBTA-0000006		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM TM 600						
USCBTA-0000038		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000161: CTF-216						
USCBTA-0000039		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000330: CTF-216						
1235037e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000027		Cement Bulk	Child Asset	Child Asset	Refurb-TRANSPORT,CMT TM 600ST-						
USCBTA-0000020		Cement Bulk	Child Asset	Child Asset	Refurb-AIR CAN CEM TM 600						
1235055e	46548275	Engine	Child Asset	Child Asset	Engine						46548275
USCBTA-0000040		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000515: CTF-233						
USCBTA-0000021		Cement Bulk	Child Asset	Child Asset	Refurb-AIR CAN CEM TM 600						
1235075e	46616055	Engine	Child Asset	Child Asset	Engine						46616055

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
USCBTA-0000028		Cement Bulk	Child Asset	Child Asset	Refurb-TRANSPORT,CMT TM 600ST-						
1235083e		Engine	Child Asset	Child Asset	Engine						
1235087e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000029		Cement Bulk	Child Asset	Child Asset	Refurb-TRANSPORT,CMT TM 600ST-						
1235095e		Engine	Child Asset	Child Asset	Engine						
1235097e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000008		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM HP 600ST						
1235104e		Engine	Child Asset	Child Asset	Engine						
1235107e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000022		Cement Bulk	Child Asset	Child Asset	Refurb-AIR CAN CEM HP 600ST T						
USCBTA-0000023		Cement Bulk	Child Asset	Child Asset	Refurb-AIR CAN CEM HP 600ST T						
USENGE-0000281	68134994	Engine	Child Asset		Engine		Cummins	Cummins	3.3		68134994
USCBTA-0000041		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000350: CTF-281						
USENGE-0000244	68134996	Engine	Child Asset		Engine		Cummins	Cummins		2018	68134996
USCBTA-0000042		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000219: CTF-297						
USCBTA-0000043		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000332: CTF-297						
USCBTA-0000044		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000220: CTF-302						
USCBTA-0000045		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000333: CTF-302						
1235144e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000053		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM HP 600ST						
1235163e		Engine	Child Asset	Child Asset	Engine						
1235169d		Transmission	Child Asset	Child Asset	Transmission						
1235171e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000046		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000085: CTF-337						
1235183e		Engine	Child Asset	Child Asset	Engine						
1235185e		Engine	Child Asset	Child Asset	Engine						
1235196e		Engine	Child Asset	Child Asset	Engine						
1235206e		Engine	Child Asset		Engine						
1235209e		Engine	Child Asset	Child Asset	Engine						
1235212e		Engine	Child Asset	Child Asset	Engine						
1235215e		Engine	Child Asset		Engine						
USCBTA-0000018		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM TM 600						
1235742e	6R0637300	Engine	Child Asset	Child Asset	Engine						6R0637300
1236224e	6R0716526	Engine	Child Asset	Child Asset	Engine						6R0716526
USTRCT-0000227		Tractor	Child Asset	Child Asset	Refurb: US01-00000563: TRB-063						
1236230e	6R0738987	Engine	Child Asset	Child Asset	Engine						6R0738987
1236231e	6R0738523	Engine	Child Asset	Child Asset	Engine						6R0738523
USTRCT-0000085		Tractor	Child Asset	Child Asset	Refurb- TRACTOR COMPRESSOR ISX						
1236273e	3D-175081	Engine	Child Asset	Child Asset	Engine						3D-175081
1236295e		Engine	Child Asset	Child Asset	Engine						
1236309e		Engine	Child Asset	Child Asset	Engine						
1236513e		Engine	Child Asset	Child Asset	Engine						
USTRNS-0000175	3110085787	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	CLT 6061		3110085787
USTRCT-0000277		Tractor	Child Asset	Child Asset	Refurb- Hydraulic 1 Tractor						
1236583e	6R104443	Engine	Child Asset	Child Asset	Engine						6R104443
1236678e	S096107	Engine	Child Asset	Child Asset	Engine		Cummins				S096107
1236681e		Engine	Child Asset	Child Asset	Engine						
1236682e		Engine	Child Asset	Child Asset	Engine						
1236683e	68325924	Engine	Child Asset	Child Asset	Engine						68325924
1236694e		Engine	Child Asset	Child Asset	Engine						
1236717e	68325408	Engine	Child Asset	Child Asset	Engine						68325408
1236748e		Engine	Child Asset	Child Asset	Engine						
1236758e		Engine	Child Asset	Child Asset	Engine						
1236766e		Engine	Child Asset	Child Asset	Engine						
1236767e		Engine	Child Asset	Child Asset	Engine						
1236781e		Engine	Child Asset	Child Asset	Engine						
1236801e		Engine	Child Asset	Child Asset	Engine						
1236810e	794746341	Engine	Child Asset	Child Asset	Engine						794746341
1236815e		Engine	Child Asset	Child Asset	Engine						
1236817e		Engine	Child Asset	Child Asset	Engine						
USTRCT-0000158		Tractor	Child Asset	Child Asset	Refurb-Tractor Hyd I Rhino T u						
USTRCT-0000202		Tractor	Child Asset	Child Asset	Refurb-Tractor Hyd I						
1236943e		Engine	Child Asset	Child Asset	Engine						
1236953e	79500152	Engine	Child Asset	Child Asset	Engine		Cummins	Cummins	ISX15		79500152
1236959a		Tractor	Child Asset	Child Asset	Refurb - Tractor hydraulic II						

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1236959f		Tractor	Child Asset	Child Asset	Refurb - Tractor hydraulic II						
USTRCT-0000163		Tractor	Child Asset	Child Asset	Refurb-Tractor hydraulic II 20						
USTRCT-0000164		Tractor	Child Asset	Child Asset	Refurb-Tractor hydraulic II 20						
1236961e		Engine	Child Asset	Child Asset	Engine						
USTRCT-0000287		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD I ISX LT W						
USCPTR-0000010		Cement Pump	Child Asset	Child Asset	Refurb- FALCON LITE CEMENT UNI						
1237039c		Power End	Child Asset	Child Asset	Power End						
1237039e		Engine	Child Asset	Child Asset	Engine						
1237041d		Transmission	Child Asset	Child Asset	Transmission						
1237041e		Engine	Child Asset	Child Asset	Engine						
1237043e		Engine	Child Asset	Child Asset	Engine						
1237053e		Engine	Child Asset	Child Asset	Engine						
1237178e		Engine	Child Asset	Child Asset	Engine						
1237193e	79511447	Engine	Child Asset	Child Asset	Engine						79511447
USCBTA-0000047		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000087: CTF-465						
1237231c		Power End	Child Asset	Child Asset	Power End						
1237231e		Engine	Child Asset	Child Asset	Engine						
1237248e		Engine	Child Asset	Child Asset	Engine						
1237253e		Engine	Child Asset	Child Asset	Engine						
1237283e		Engine	Child Asset	Child Asset	Engine						
1237295c		Power End	Child Asset	Child Asset	Power End						
USPREN-0000308		Power End	Child Asset	Child Asset	Power End						
USPREN-0000309		Power End	Child Asset	Child Asset	Power End						
USCPTR-0000029		Cement Pump	Child Asset	Child Asset	Refurb- CMT UNIT,TM FALCON LT						
USCPTR-0000031		Cement Pump	Child Asset	Child Asset	Refurb unit CPF-016						
USTRNS-0000721	6610224168	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	4700		6610224168
1237299c		Power End	Child Asset	Child Asset	Power End						
1237299e		Engine	Child Asset	Child Asset	Engine						
USTRNS-0000767	6610224170	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	4700		6610224170
1237319e		Engine	Child Asset	Child Asset	Engine						
1237320e		Engine	Child Asset	Child Asset	Engine						
1237321e		Engine	Child Asset	Child Asset	Engine						
1237325e		Engine	Child Asset	Child Asset	Engine						
1237330d		Transmission	Child Asset	Child Asset	Transmission						
1237337e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000016		Cement Bulk	Child Asset	Child Asset	Refurb- 600ST BULK CEMENT TRL						
1237363e		Engine	Child Asset	Child Asset	Engine						
1237402e	79543999	Engine	Child Asset	Child Asset	Engine						79543999
1237482e		Engine	Child Asset	Child Asset	Engine						
1237499e		Engine	Child Asset	Child Asset	Engine						
1237500e		Engine	Child Asset	Child Asset	Engine						
1237533c		Power End	Child Asset	Child Asset	Power End						
USTRNS-0000228	9510088470	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	HD4700 TC561		9510088470
USATTR-0000007		Acid Transport	Child Asset	Child Asset	Refurb-5000 GAL 3 COMPARTMENT						
1237563e		Engine	Child Asset	Child Asset	Engine						
1237580e		Engine	Child Asset	Child Asset	Engine						
1237627e	79547179	Engine	Child Asset	Child Asset	Engine						79547179
USTRCT-0000087		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD I ISX LT W						
1237661e	68325407	Engine	Child Asset	Child Asset	Engine						68325407
1237672e		Engine	Child Asset	Child Asset	Engine						
1237674e	73255918	Engine	Child Asset	Child Asset	Engine						73255918
1237692e		Engine	Child Asset	Child Asset	Engine						
1237715e	79500946	Engine	Child Asset	Child Asset	Engine						79500946
1237717e		Engine	Child Asset	Child Asset	Engine						
1237718e		Engine	Child Asset	Child Asset	Engine						
1237727d		Transmission	Child Asset	Child Asset	Transmission						
1237727e		Engine	Child Asset	Child Asset	Engine						
1237734e	79500566	Engine	Child Asset	Child Asset	Engine						79500566
1237735e		Engine	Child Asset	Child Asset	Engine						
1237752a		Tractor	Child Asset	Child Asset	Refurb - TRACTOR UNIVERSAL ISX						
1237752e		Engine	Child Asset	Child Asset	Engine						
USTRCT-0000247		Tractor	Child Asset	Child Asset	Refurb TRH-1653 / 1K49						
1237908e		Engine	Child Asset	Child Asset	Engine						
USCPTR-0000014		Cement Pump	Child Asset	Child Asset	Refurb- FALCON LITE CEMENT UNI						
1237936d		Transmission	Child Asset	Child Asset	Transmission						

Fixed Asset ID	Object ID	Asset Type Group	Asset Type Group 2	Cement Group	Asset Name (FA)	SpecHHP	Make (FA)	Make (EAM)	Model (FA)	Year (FA)	VIN / Serial # (FA)
1237968h		Cement Pump	Child Asset	Child Asset	Refurb - FALCON LITE CEMENT UN						
USCPTR-0000013		Cement Pump	Child Asset	Child Asset	Refurb- FALCON LITE CEMENT UNI						
USCBTA-0000031		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000080: CBF-023						
USTRCT-0000138		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD I ISX LT W						
USTRCT-0000010		Tractor	Child Asset	Child Asset	Refurb-TRACTOR HYD I ISX LT WT						
1238063e		Engine	Child Asset	Child Asset	Engine						
1238098h		Cement Pump	Child Asset	Child Asset	Refurb - FALCON LITE CEMENT UN						
1238198e		Engine	Child Asset	Child Asset	Engine						
1238277e		Engine	Child Asset	Child Asset	Engine						
USCPTR-0000002		Cement Pump	Child Asset	Child Asset	Refurb-FALCON LITE CEMENT UNIT						
USCPTR-0000028		Cement Pump	Child Asset	Child Asset	Refurb: CPF-091						
1238496e	79591010	Engine	Child Asset	Child Asset	Engine		Cummins	Cummins	ISX15		79591010
1238505e		Engine	Child Asset	Child Asset	Engine						
USTRCT-0000075		Tractor	Child Asset	Child Asset	Refurb- TRACTOR HYD I ISX LT W						
1238561e		Engine	Child Asset	Child Asset	Engine						
1238591c		Power End	Child Asset	Child Asset	Power End						
1238591e		Engine	Child Asset	Child Asset	Engine						
1238592c		Power End	Child Asset	Child Asset	Power End						
1238592e		Engine	Child Asset	Child Asset	Engine						
1238675d		Transmission	Child Asset	Child Asset	Transmission						
1238704e	79591403	Engine	Child Asset	Child Asset	Engine		Cummins	Cummins	ISX15		79591403
1238783c		Power End	Child Asset	Child Asset	Power End						
1238783e		Engine	Child Asset	Child Asset	Engine						
1238835a		Acid Transport	Child Asset	Child Asset	Refurb - 5000 GAL 3 COMPARTMEN						
1238835e		Engine	Child Asset	Child Asset	Engine						
1239039c		Power End	Child Asset	Child Asset	Power End						
USTRNS-0000227	10340030	Transmission	Child Asset	Child Asset	Transmission		Allison	Allison	HD4700		10340030
1239110e		Engine	Child Asset	Child Asset	Engine						
USPREN-0000221	520	Power End	Child Asset	Child Asset	Power End			Pacemaker			520
USTRNS-0000354		Transmission	Child Asset	Child Asset	Transmission		Allison		S9820 DTE RW		
USCBTA-0000024		Cement Bulk	Child Asset	Child Asset	Refurb-AIR CAN CEM TM 600						
USCBTA-0000012		Cement Bulk	Child Asset	Child Asset	Refurb- AIR CAN CEM HP 600ST						
1239114c		Power End	Child Asset	Child Asset	Power End						
1239114d		Transmission	Child Asset	Child Asset	Transmission						
1239114e		Engine	Child Asset	Child Asset	Engine						
1239279e		Engine	Child Asset	Child Asset	Engine						
1239282e		Engine	Child Asset	Child Asset	Engine						
USCBTA-0000019		Cement Bulk	Child Asset	Child Asset	Refurb- TRANSPORT,CMT TM 600ST						
USTRNS-0000535	6610318861	Transmission	Child Asset	Child Asset	Transmission			Allison			6610318861
USCBTA-0000048		Cement Bulk	Child Asset	Child Asset	Refurb: US01-00000589: CTF-586						
USCPTR-0000030		Cement Pump	Child Asset	Child Asset	Refurb- CMT UNIT,TM FALCON LT						
USCPTR-0000034		Cement Pump	Child Asset	Child Asset	Refurb-CEM PUMP MCP2000 TM LT						
USTRCT-0000136		Tractor	Child Asset	Child Asset	Refurb - Tractor TRH-832						
USTRCT-0000137		Tractor	Child Asset	Child Asset	Refurb - Tractor TRH-832						
USTRCT-0000323		Tractor	Child Asset	Child Asset	Refurb - Tractor, Hydraulic						
USTRCT-0000346		Tractor	Child Asset	Child Asset	Refurb - Tractor Hydraulic						
USTRCT-0000347		Tractor	Child Asset	Child Asset	Refurb - Tractor Hydraulic						
USTRCT-0000350		Tractor	Child Asset	Child Asset	Refurb - Tractor Hydraulic						

Exhibit B

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into this 24th day of July, 2020 (the “Effective Date”) by and among **BJ Services, LLC**, a Delaware limited liability company (“BJS”), **BJ Services Holdings Canada ULC**, a British Columbia unlimited liability company (“BJC”, and together with BJS, each a “Seller” and collectively, “Sellers”), and **TES Asset Acquisition, LLC**, a Delaware limited liability company (“Purchaser” and together with Sellers, collectively, the “Parties”).

WITNESSETH:

WHEREAS Sellers and certain of their Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) and, on July 20, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), commencing the jointly administered bankruptcy cases pending as *In re BJ Services, LLC, et al* Case No. 20-33627 (each, a “Bankruptcy Case” and collectively, the “Bankruptcy Cases”);

WHEREAS, Sellers are engaged in, among other things, the use and implementation of the Purchased Assets (defined below) to provide hydraulic fracturing services in the United States and Canada (the “Fracturing Business”);

WHEREAS, on July 21, 2020, the Bankruptcy Court granted an order authorizing BJC to act as the foreign representative of its estate for the purpose of BJC seeking recognition of its Bankruptcy Case by the Court of Queen’s Bench of Alberta (the “Canadian Court”);

WHEREAS, Sellers will request that the Canadian Court grant an order recognizing the Bankruptcy Case of BJC in Canada pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “CCAA”);

WHEREAS, Sellers desire to sell and Purchaser desires to purchase from Sellers those certain assets of Sellers as more particularly described herein, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all in accordance with and subject to the terms and conditions of this Agreement and subject to entry of the Sale Order and the Sale Recognition Order; and

WHEREAS, certain Affiliates of Purchaser have, as an inducement to Sellers to enter into this Agreement, executed an Equity Commitment Letter (the “Equity Commitment Letter”) pursuant to which such Affiliates have agreed, subject to certain conditions set forth therein, to make an equity investment in Purchaser at the Closing, if any, in an amount of cash that, together with any other cash then held by Purchaser, will be equal to the Purchase Price.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 “Affiliates” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

Section 1.2 “Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of the Fracturing Business, the Purchased Assets or any material portion of the assets thereof (in any form of transaction, whether by merger, sale of assets or equity or otherwise); provided, however, that no such transaction will be considered to be an “Alternative Transaction” if such transaction would not prevent the Closing from occurring in accordance with the terms of this Agreement; and provided further, that the foregoing shall not include sales of inventory, equipment sales or other dispositions of immaterial or obsolete assets and licenses of intellectual property rights in the ordinary course of business.

Section 1.3 “Assumed Contracts” means those contracts set forth on Schedule 2.

Section 1.4 “Bidding Procedures” means the Bidding Procedures for the Sale of the Debtors’ Fracking Equipment and Intellectual Property substantially in the form attached hereto as Exhibit B.

Section 1.5 “Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

Section 1.6 “Equipment” means ancillary equipment, machinery, computers, furniture, furnishings, fixtures, office supplies, tools and related accessories primarily related to or primarily used by or in the Fracturing Business.

Section 1.7 “Financing Order” means an order authorizing the Debtors to utilize cash collateral or procure debtor-in-possession financing, as applicable.

Section 1.8 “Governmental Authority” means any court, administrative agency or any (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, officials, ministers, Crown corporations, central bank, court, tribunal or dispute settlement panel, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agency, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

Section 1.9 “GST/HST” means any taxes imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder, or under any corresponding provincial legislation, including any provincial sales tax, value-added taxes, social services tax, or the provincial

component of any harmonized sales tax, and includes any interest, penalties or other additions thereto.

Section 1.10 “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

Section 1.11 “Jobs in Progress Costs” means, as illustrated on Schedule 3, (x) any and all costs incurred by Sellers during the period between the Effective Date and 11:59 PM Central Time on the Closing Date in connection with the provision of (or preparation of provision of) hydraulic fracturing services to new well sites for which such services were not provided prior to the Effective Date, using any of (or in preparation for the use of), allocable to or otherwise related to the Purchased Assets, including but not limited to mobilization and transportation costs, costs of goods, freight, fuel, proppant or chemicals and amounts paid to and expenses incurred in connection with employees and contractors *plus* (y) a contribution margin equal to 15% of the costs incurred pursuant to clause (x) (the “Contribution Margin”). For the avoidance of doubt, Schedule 3 is included solely for illustrative purposes and shall not be deemed in any respect a calculation of Jobs in Progress Costs.

Section 1.12 “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

Section 1.13 “Permitted Liens” means (a) Liens for taxes that are not yet due and payable or the nonpayment of which is permitted or required by the Bankruptcy Code, (b) Liens imposed by applicable Law and incurred in the ordinary course of business for obligations not yet due and payable, or the nonpayment of which is permitted or required by the Bankruptcy Code, to landlords, carriers, warehousemen, laborers, repairmen, materialmen and the like, (c) non-exclusive licenses to proprietary rights granted to customers and suppliers in the ordinary course of business and, in the case of certain patents set forth on Schedule 1, a non-exclusive license granted to Baker Hughes Incorporated and its affiliates pursuant to that certain Intellectual Property License Agreement, dated December 30, 2016, between BJS and Baker Hughes Incorporated, (d) any Liens that will be removed or released by operation of the Sale Order or the Sale Recognition Order and (e) minor imperfections of title and encumbrances disclosed in writing and reasonably acceptable to Purchaser, if any, that are *de minimis* and do not impair the value or interfere with the present or continued use of such property or asset.

Section 1.14 “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Authority or other entity or group.

Section 1.15 “Qualified Bid” has the meaning set forth in the Bidding Procedures.

Section 1.16 “Sale Order” shall be an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Sellers, approving the sale of the Purchased

Assets (including the assumption and assignment of the Assigned Contracts) to Purchaser free and clear of all Liens other than Permitted Liens.

Section 1.17 “Sale Recognition Order” shall be an order of the Canadian Court, in form and substance reasonably acceptable to Purchaser and Sellers recognizing the Sale Order.

ARTICLE II PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase of Assets. On and subject to the terms and conditions of this Agreement, the Sale Order and the Sale Recognition Order, at the Closing each Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and acquire from each Seller, free and clear of all liens, mortgages, pledges, security interests, charges, claims, options or other encumbrances (collectively, “Liens”) other than Permitted Liens, all of such Seller’s right, title and interest, as of the Closing, in and to the Purchased Assets. For purposes hereof, the “Purchased Assets” shall mean:

(a) to the maximum extent permitted by the Bankruptcy Code and applicable Law, all Assumed Contracts (excluding any accounts receivable relating thereto with respect to periods prior to the Closing);

(b) (i) the intellectual property rights set forth on Schedule 1, (ii) the Assumed Contracts listed on Schedule 2, and (iii) the know-how, trade secrets and other unregistered intellectual property rights (including source code) owned by Sellers (expressly excluding trademarks, domain names, and patents) that exclusively relate to the items listed in Schedule 1 and Schedule 2 (the assets described in clauses (i) through (iii), collectively, the “Specified Assets”);

(c) the M&E fleets set forth on Schedule 1 hereto and all other Equipment directly and specifically related thereto (the “M&E Assets”); and

(d) to the extent transferable under applicable Law, any visa-related rights maintained by any Seller for the benefit of any employees identified in writing by Purchaser prior to the date hereof in accordance with applicable law, the expense of which transfer shall be solely borne by Purchaser.

The Purchased Assets do not include, and Sellers shall retain, all of Sellers’ assets not specifically identified in this Section 2.1 as being Purchased Assets (any such assets not specifically identified in this Section 2.1 as being Purchased Assets, the “Excluded Assets”).

Section 2.2 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, the Sale Order and the Sale Recognition Order, as of and after the Closing, Purchaser shall assume, and Sellers shall convey, transfer and assign to Purchaser, only the following Liabilities of each Seller, each of which is integral to the value of the Purchased Assets:

(a) all Liabilities relating to the Purchased Assets that arise and accrue after the Closing, relate exclusively to periods following the Closing and are by their terms to be observed, paid, discharged, and performed following the Closing (in each case, except as otherwise provided

herein, not resulting in whole or in part from, arising out of, relating to, in the nature of, or caused by any pre-Closing breach, violation, breach of warranty, tort, strict liability, infringement or breach or violation of Law) (the “Assumed Liabilities”); and

(b) all Liabilities for which Purchaser has expressly agreed to be responsible in accordance with this Agreement.

Except as expressly provided above, Purchaser shall not assume or be liable for any other Liabilities of any Seller. For purposes hereof, “Liability” means any debt, damage, claim, liability, obligation, loss (whether lost business opportunity or measured as a multiple of earnings, book value, lost profits, diminution in value, revenues, cash flow, or otherwise), fines, costs, expenses, charges, interest, penalties, or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or to become due, or otherwise).

Section 2.3 Consideration. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Sellers to Purchaser, in addition to the Purchaser’s payment of the Cure Costs and the Jobs in Progress Costs, Purchaser shall pay to BJS a total purchase price in the total amount of Thirty Million Dollars (USD \$30,000,000) (the “Purchase Price”), of which Twelve Million Dollars (USD \$12,000,000) shall be deemed to be in consideration for the Specified Assets, the Assumed Contracts and the visa-related rights (the “Specified Consideration”) and Eighteen Million Dollars (USD \$18,000,000) of which shall be deemed to be in consideration for the M&E Assets (the “M&E Consideration”). An amount equal to (x) the Purchase Price minus, (y) the Deposit, plus (z) the progress payment due on or about July 31, 2020 with respect to the Jerih Agreement (as defined on Schedule 2) (the “Jerih Payment”) (to the extent paid by Seller prior to the Closing) (if any) shall be paid by Purchaser to Sellers by wire transfer of immediately available funds to one or more bank accounts designated by Sellers at the Closing (the “Closing Date Payment”). For greater certainty, the value of the Assumed Liabilities has been taken into account with respect to the determination of the Purchase Price payable pursuant to this Section 2.3 and the assumption of such Assumed Liabilities by the Purchaser does not constitute separate or additional considerations hereunder.

Section 2.4 Deposit.

(a) Purchaser will, by no later than 5:00 PM Central Time on July 27, 2020, make an earnest money deposit with Citibank, N.A. (“Escrow Agent”) in the amount of ten percent (10%) of the Purchase Price (the “Deposit”), by wire transfer of immediately available funds for deposit into a separate escrow account (the “Deposit Escrow Account”), established pursuant to the escrow agreement by and among Sellers, Purchaser and the Escrow Agent, substantially in the form attached hereto as Exhibit A (the “Deposit Escrow Agreement”). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement has been terminated by any Seller pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii) (or by Purchaser pursuant to Section 7.1(b)(ii) in circumstances where any Seller would be entitled to terminate this Agreement pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii)), then Sellers shall retain the Deposit together with all received investment

income, if any. For the avoidance of doubt and notwithstanding anything herein to the contrary, if this Agreement is terminated as contemplated by this Section 2.4(b) prior to the time such Deposit is actually made to the Escrow Agent, Sellers shall be entitled to be paid, and Purchaser shall be obligated to pay to Sellers, an amount equal to the Deposit, and such obligation shall survive the termination of this Agreement.

(c) If this Agreement has been terminated by either of the Sellers, on the one hand, or Purchaser on the other hand, in each case other than as contemplated by Section 2.4(b), then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five (5) business days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.4(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their respective efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Notwithstanding anything in this Agreement to the contrary, (i) Sellers' right to retain the Deposit in accordance with the terms of hereof shall be the sole and exclusive remedy of Sellers and their Affiliates against Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives for any and all losses that may be suffered based upon, resulting from or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement, and (ii) upon Sellers' retention of the Deposit, none of Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives shall have any further liability or obligation relating to or arising out of the circumstances giving rise to Sellers' right to retain the Deposit or otherwise under this Agreement or any other document contemplated hereby. If Sellers elect to retain the Deposit, then Sellers shall not seek any (x) equitable relief or equitable remedies of any kind whatsoever or (y) money damages or any other recovery, judgment, or damages of any kind, including consequential, indirect, special or punitive damages, in each case, relating to or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement or any other document contemplated hereby. Other than Sellers' right to retain the Deposit, Sellers' sole and exclusive remedy with respect to any matters under this Agreement shall be to seek specific performance in accordance with Section 7.14.

(e) If the Closing occurs, the Deposit shall be transferred to Sellers.

Section 2.5 Jobs in Progress Costs.

(a) Within 10 business days after the Closing Date, Sellers shall deliver to Purchaser a statement (the "Jobs in Progress Statement") setting forth Sellers' calculation of the Jobs in Progress Costs (inclusive of the Contribution Margin). Within five business days from the final determination of the Jobs in Progress Costs (as determined pursuant to Section 2.5(b) and Section 2.5(c)), Purchaser shall pay to Sellers, by wire transfer of immediately available funds to such account or accounts of Sellers as specified by BJS in writing, an amount equal to the Jobs in Progress Costs.

(b) If Purchaser does not deliver a written notice disputing Sellers' calculation of the Jobs in Progress Costs included in the Jobs in Progress Statement and providing the basis of such dispute in reasonable detail ("Dispute Notice") within five business days of receiving the Jobs in Progress Statement, Purchaser shall be deemed to have agreed with the Jobs in Progress Statement and the calculation of the Jobs in Progress Costs set forth in the Jobs in Progress Statement shall be deemed final and settled for purposes of this Agreement.

(c) If Purchaser delivers a Dispute Notice to Sellers within five business days of receiving the Jobs in Progress Statement, then Sellers and Purchaser shall negotiate in good faith to resolve the dispute. If, after five days from the date a Dispute Notice is given hereunder, Sellers and Purchaser fail to agree on the resolution of the dispute, then a nationally recognized certified public accounting firm jointly selected by Purchaser and BJS that is not then engaged to perform accounting, tax or auditing services for Purchaser or BJS (the "Arbitrating Accountant") shall be jointly engaged as promptly as practicable to arbitrate the dispute. Within ten days after the Arbitrating Accountant accepts the engagement, as evidenced by an engagement letter signed by the Arbitrating Accountant and the Parties (the date of such acceptance being referred to herein as the "Engagement Date"), Purchaser, on the one hand, and Sellers, on the other hand, shall prepare and submit to the Arbitrating Accountant a written brief stating their respective positions on the disputed issue(s). Within ten days thereafter, Purchaser, on the one hand, and Sellers, on the other hand, shall prepare and submit to the Arbitrating Accountant a reply brief to the brief submitted by the other Party or Parties, as applicable. Within thirty days after the Engagement Date, the Arbitrating Accountant shall render its final decision based solely on the materials submitted by each Party. When acting pursuant to this Section 2.5(c), the Arbitrating Accountant shall determine whether and to what extent, if any, Sellers' calculation of the Jobs in Progress Costs (as set forth in the Jobs in Progress Statement) requires adjustment in accordance with this Agreement. The Arbitrating Accountant shall address only those issues in dispute, and may not assign a value to any item greater than the greatest value for such item claimed by a Party or less than the smallest value for such item claimed by a Party. In addition, the Arbitrating Accountant shall apportion its fees and expenses between Sellers, on the one hand, and Purchaser, on the other hand, in proportion to the difference between the relative position of each of them and the Arbitrating Accountant's ultimate determination with respect to the amount of the Jobs in Progress Costs. The decision and award of the Arbitrating Accountant, including the apportionment of its fees, shall be final and binding on the Parties and shall be subject to confirmation and entry of judgment in accordance with applicable Law. In no event shall the Arbitrating Accountant award either Party consequential, incidental, punitive or any other damages. The Jobs in Progress Costs as and if determined pursuant to the terms of this Section 2.5(c) shall be deemed final and settled for purposes of this Agreement.

Section 2.6 GST/HST. The Purchase Price is exclusive of any GST/HST and any GST/HST incurred in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement shall be borne by Purchaser and shall be paid to Sellers in compliance with applicable law. Purchaser further agrees to pay any and all amounts of GST/HST payable in respect of the acquisition of the Purchased Assets under the legislation of any province of Canada, and the Parties agree to attend to the remittance thereof in accordance with such legislation.

ARTICLE III CLOSING

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (“Closing”) shall occur within two (2) days after the conditions precedent set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived (“Closing Date”) or at such other time that is mutually agreeable to Sellers and Purchaser, by a mutual exchange of electronic documents. Sellers and Purchaser agree that Closing documents that do not require originally signed copies may be signed and exchanged by electronic mail.

Section 3.2 Assumed Contracts. At the Closing and pursuant to section 365 of the Bankruptcy Code, the Sale Order and the Sale Recognition Order, Sellers shall assume and assign to Purchaser, and Purchaser shall assume from such Sellers, the Assumed Contracts. All cure costs, including all actual or pecuniary losses that have resulted from any defaults or breaches under such Assumed Contracts (the “Cure Costs”), shall be paid by Purchaser at the Closing in accordance with this Agreement and section 365 of the Bankruptcy Code.

Section 3.3 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) assignment and assumption agreements necessary to transfer the Purchased Assets in form and substance reasonably acceptable to Purchaser and Sellers (the “Assignment and Assumption Agreements”) duly executed by the applicable Sellers;

(b) a certificate of non-foreign status executed by BJS that meets the requirements set forth in U.S. Treasury Regulations Section 1.1445-2(b)(2); and

(c) a joint written instruction, duly executed by Sellers, instructing the Escrow Agent to release to Sellers by wire transfer of immediately available funds, the Deposit.

Section 3.4 Closing Deliveries by Purchaser. At or prior to the Closing, Purchaser shall deliver to Sellers:

(a) the Closing Date Payment;

(b) the Assignment and Assumption Agreements duly executed by Purchaser;
and

(c) a joint written instruction, duly executed by Purchaser, instructing the Escrow Agent to release to Sellers by wire transfer of immediately available funds, the Deposit.

ARTICLE IV ADDITIONAL AGREEMENTS

Section 4.1 Bidding Procedures Motion. As soon as reasonably practicable following commencement of the Bankruptcy Cases (but in no event later than the day following the effective

date of this Agreement), the Sellers shall file a motion seeking entry of the Bidding Procedures Order.

Section 4.2 Bidding Procedures. The bidding procedures, if any, to be utilized with respect to this Agreement shall be those approved in the *Bidding Procedures Order*. Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Sellers, including through their respective Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction, including through an investment banker or other means. Nothing in this Agreement shall prevent Sellers from modifying the bidding procedures as necessary or appropriate to maximize value for Sellers' respective estates in accordance with Sellers' fiduciary obligations. Within five days after entry of the Sale Order (or as soon as reasonably practicable subject to Court availability), BJC shall file an application with the Canadian Court seeking the Sale Recognition Order. For purposes of clarity, Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Sellers, including through their respective Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction.

Section 4.3 Auction. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 12, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel), the Sellers shall commence the auction (an "Auction") contemplated by the Bidding Procedures, if any Qualified Bid is submitted prior to the Bid Deadline. For the avoidance of doubt, Sellers may conduct an auction process utilizing dates consistent with this Agreement even if approval of such process is not required by the Bankruptcy Court. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 10, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel) (the "Bid Deadline"), any and all Qualified Bids shall have been submitted pursuant to the *Bidding Procedures Order*.

Section 4.4 Sale Hearing. The *Bidding Procedures Order* shall contemplate the occurrence of a Sale Hearing (as defined therein) on or prior to August 14, 2020.

Section 4.5 Operations Pending Closing. From the date of this Agreement until the earlier of the termination of this Agreement or the Closing, and taking into account the commencement and pendency of the Bankruptcy Cases and, except with respect to Section 4.5(a), Sellers' liquidity and financing limitations associated therewith, except (x) as required by applicable Law, (y) as otherwise expressly required by terms of this Agreement or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall operate the Purchased Assets in the ordinary course of business. Without limiting the generality of or any exception to the foregoing, Sellers shall, from the date of this Agreement through the Closing:

- (a) operate the M&E Assets consistent with their operation immediately prior to the date of this Agreement;
- (b) service the customers of the M&E Assets in the ordinary course of business;

(c) maintain the Purchased Assets in good operating condition, ordinary wear and tear excepted, in the ordinary course of business; and

(d) not terminate (other than by expiration), amend or modify the terms of (other than by automatic extension or renewal) any Assumed Contract (other than any purchase orders).

The Parties acknowledge and agree that Sellers shall be subject to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.6 Background Licenses to Mixed-Use Intellectual Property.

(a) With respect to intellectual property rights (other than trademarks and domain names and the rights marked as “Excluded IP Rights” on Schedule 1, but expressly including the BJ Services Marks) included in the Purchased Assets, Purchaser hereby grants to Sellers a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual (subject to the next sentence) right and license to use such intellectual property rights for the sole and exclusive purpose of performing any remaining obligations of Sellers under the existing scope of any existing contracts to which a Seller (or its respective successor(s) and/or assign(s)) is a party (so long as such contract remains valid and enforceable, and is not rejected under 365(a) of the Bankruptcy Code). At such time as none of the Sellers (or any of their respective successor(s) and/or assign(s)) has any such further obligations, the foregoing license shall terminate.

(b) In addition, with respect to intellectual property rights (other than trademarks and domain names and the rights marked as “Excluded IP Rights” on Schedule 1) included in the Purchased Assets, Purchaser hereby grants to Sellers a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual right and license to use such intellectual property rights for the sole purpose of operating or maintaining any existing machinery, systems or equipment where such use is substantially similar to the historical use of such machinery, systems and equipment.

(c) The foregoing licenses (subject to each of the limitations set forth in the preceding paragraphs) shall be transferable or sublicenseable to any purchaser or purchasers of assets relating to the Sellers’ retained businesses or relating to any line of business therein, including in connection with any acquirer pursuant to a plan of reorganization.

(d) In addition, Purchaser hereby grants to Sellers a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual (subject to the next sentence) right and license to use the BJ Services Marks for purposes of the wind-down of Sellers’ remaining business and the sale of any remaining assets of Sellers, including the conduct of any court-ordered sale process or any other sale pursuant to section 363 of the Bankruptcy Code. At such time as none of the Sellers has any further business operations or any further assets to be sold, the foregoing license shall terminate. Further, Purchaser hereby grants to any purchaser or purchasers of Excluded Assets, to the extent consented to by Sellers, a non-exclusive, royalty free, fully paid up, irrevocable, worldwide, perpetual right and license to use the BJ Services Marks for a reasonable period of time after the purchase of any Excluded Asset from Sellers or their designees in order to permit the purchaser of such asset(s) to remove or cover any existing branding from such asset(s).

(e) With respect to intellectual property rights, other than patents, trademarks and domain names, owned by any of the Sellers, not included in the Purchased Assets and used in or reasonably necessary for the operation of the Purchased Assets, Sellers hereby grant to Purchaser a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual right and license to use such intellectual property rights for use in or operation of the Purchased Assets.

Section 4.7 Bankruptcy Actions.

(a) Purchaser shall promptly take all actions as are reasonably requested by any Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order or any other order reasonably necessary in connection with the transactions contemplated by this Agreement (including the Sale Recognition Order) as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and advisors or representatives of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(b) Each of Sellers and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by any of the other Parties or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement, the Sale Order or the Sale Recognition Order, and (ii) keep the other Parties reasonably apprised of the status of material matters related thereto, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Sellers from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the transactions contemplated by this Agreement, the Sale Order or the Sale Recognition Order.

(c) The Sellers' obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the Sale Order and the Sale Recognition Order. Nothing in this Agreement shall require any Seller to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

(d) Sellers and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids, the *Bidding Procedures Order*, Bankruptcy Court approval and Canadian Court approval. Sellers and Purchaser acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best transaction in connection with the Purchased Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, determining in Sellers' business judgment to conduct an Auction. The bidding procedures, if any, to be employed with respect to this Agreement and any Auction shall be those approved in the *Bidding Procedures Order*.

(e) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Sellers and their respective Affiliates and advisors or representatives are and may continue soliciting inquiries, proposals, or offers for the Purchased Assets in connection with any Alternative Transaction.

(f) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assumed Contracts. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information, and other documents or information for filing with the Bankruptcy Court and making Purchaser's advisors and representatives available to testify before the Bankruptcy Court.

(g) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and Sellers may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

Section 4.8 Regulatory Approvals.

(a) Subject to the terms and conditions of this Agreement, each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to, to the extent necessary, (i) file (A) any required Notification and Report Form pursuant to HSR Act, with respect to the transactions contemplated by this Agreement no later than ten (10) business days after the date hereof, and (B) any other filing or notification required pursuant to any other competition or antitrust related legal or regulatory requirements of domestic and/or foreign jurisdictions, commissions or governing bodies (along with the HSR Act, "Antitrust Laws") with respect to the transactions contemplated by this Agreement as soon as reasonably practicable following the date hereof; (ii) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Laws, including a request for additional information or documentary material issued pursuant to the HSR Act (a "second request"); and (iii) request early termination of the initial waiting period under the HSR Act, and otherwise cause the expiration or termination of the applicable waiting periods under the HSR Act or any other Antitrust Laws as soon as practicable. For the avoidance of doubt, Purchaser will be responsible for the payment of any filing fees in connection with any notifications required by the HSR Act or any other Antitrust Laws.

(b) In connection with the efforts referenced in this Section 6.2(c) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under any Antitrust Laws, each Party shall use reasonable best efforts to (i) cooperate with each other in

connection with any filing or submission; (ii) supply the other Parties with any information that may be required in order to make such filings, (iii) keep the other Parties informed in all material respects of any substantive communication received by such Party from, or given by such Party to, any Governmental Authority regarding any of the transactions contemplated by this Agreement; and (iv) to the extent permitted by applicable Law and reasonably practicable, permit the other Parties to review any substantive communication given to it by, and consult with each other in advance of any meeting or conference with, any Governmental Authority. Neither Sellers nor Purchaser will participate in any substantive meeting or discussion with any Governmental Authority with respect of any filings, applications, investigation, or other inquiry without giving the other prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Authority and reasonably practicable, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Sellers or the Purchaser, will be limited to outside antitrust counsel only). Sellers will have the right to review (subject to appropriate redactions for confidentiality and attorney-client privilege concerns) and approve the content of any presentations, white papers, or other written materials to be submitted to any Governmental Authority in advance of any such submission.

(c) Without limiting the generality of this Section 4.5(c), if any objections are asserted with respect to the transactions contemplated by this Agreement under any Antitrust Laws or if any suit is instituted or threatened by any Governmental Authority challenging any of the transactions contemplated by this Agreement as violative of any Antitrust Laws, then each of the Parties shall use reasonable best efforts to resolve such objections or challenges as such Governmental Authority may have to such transactions. Notwithstanding the foregoing, reasonable best efforts on the part of the Purchaser and its Affiliates includes, but is not limited to, (i) committing to or effecting by consent decree, hold separate order or otherwise, the sale or disposition of any assets, securities, rights, products, leases, business or other properties, operations or interests (including entering into customary ancillary agreements relating to any such sale, divestiture, licensing or disposition of such assets or businesses), and (ii) contesting, resisting or seeking to have vacated, lifted reversed or overturned any order, whether temporary, preliminary or permanent that prohibits, prevents or restricts the consummation of the transactions contemplated by this Agreement.

(d) Purchaser will not, and will not permit any of its Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any permits, orders or other approvals of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated by this Agreement or (iii) otherwise delay the consummation of the transactions contemplated by this Agreement.

Section 4.9 Jereh Payment. The Sellers shall, between the date of this Agreement and the Closing, use their reasonable efforts to cause Jereh (as defined in Schedule 2) to extend the

date by which the Jerch Payment must be made such that the Jerch Payment may be made after the Closing has occurred.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Sellers. Each Seller (jointly and severally with the other Sellers) represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Such Seller is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and is qualified to do business in each other jurisdiction where such Seller's business related to the Purchased Assets requires it to be so qualified. Such Seller has all requisite power and authority to own, lease and operate its properties and, taking into account the commencement and pendency of the Bankruptcy Cases and Sellers' liquidity and financing limitations associated therewith, to carry on its applicable portion of the operations associated with the Purchased Assets.

(b) Authorization. Subject to requisite Bankruptcy Court and Canadian Court approvals, such Seller has all requisite corporate power and authority to execute and deliver this Agreement and any documents and agreements to be executed and delivered in connection herewith (the "Ancillary Deliverables") to which such Seller is a party, to perform its obligations hereunder and thereunder, and to carry on the operations of the Purchased Assets as it is now being conducted. Subject to requisite Bankruptcy Court and Canadian Court approvals, and assuming this Agreement is a valid and binding obligation of Purchaser, the execution and delivery of this Agreement and the Ancillary Deliverables and the consummation of the transactions contemplated hereby or thereby by such Seller have been duly authorized by all necessary action on the part of such Seller, and no further action is necessary for such Seller to execute and deliver this Agreement and the Ancillary Deliverables to which such Seller is a party and to perform the obligations of such Seller hereunder and thereunder. This Agreement and the Ancillary Deliverables to which such Seller is a party have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligations of such Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) No Violation; Consents. Assuming that requisite Bankruptcy Court and Canadian Court approvals are obtained, the requirements of the HSR Act and any other applicable antitrust, competition or merger control Laws promulgated by any Governmental Authority are complied with and any filings required by any applicable federal or state securities or "blue sky" Laws are made (collectively, the "Requisite Approvals"), the execution, delivery and performance of this Agreement and the Ancillary Deliverables by such Seller and the consummation of the transactions contemplated thereby will not (i) violate any provision of the certificate of formation, articles of incorporation, bylaws, operating agreement or other analogous charters or governing documents of such Seller, (ii) violate any Law or order of any Governmental Authority by which such Seller or any of its properties or assets are bound or (iii) result in a violation or breach of, or

constitute a default under, or result in the creation of any Lien (other than Permitted Liens) upon, or create any rights of termination, cancellation or acceleration in any Person with respect to any contract to which such Seller is a party or any permit of such Seller, or any other contract, indenture, mortgage or instrument to which such Seller is a party or by which any of their respective properties or assets are bound. No order or filing, including without limitation any consent, approval or other authorization of any Governmental Authority or under any contract to which such Seller is a party or by which its respective portion of the Purchased Assets are bound, is required as a result of or in connection with the execution or delivery of this Agreement and the Ancillary Deliverables or the consummation by such Seller of the transactions contemplated hereby except the Requisite Approvals.

(d) Title; Condition of Assets. Except as expressly disclosed to the Purchaser in writing, Sellers collectively own all of the Purchased Assets free and clear of any Lien except for Permitted Liens.

Section 5.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Power and Authority of Purchaser; Authorization. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and the Ancillary Deliverables to which it is a party, and to perform Purchaser's obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Deliverables to which Purchaser is a party and the consummation of the transactions contemplated hereby or thereby have been duly authorized by all necessary limited liability company action on the part of Purchaser, and no further action is necessary for Purchaser to execute and deliver this Agreement and Purchaser's Ancillary Deliverables and to perform the obligations of Purchaser hereunder and thereunder. This Agreement and the Ancillary Deliverables to which Purchaser is a party have been and will be duly executed and delivered by Purchaser and constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) Financing. Purchaser (i) has as of the date hereof sufficient funds to deliver the Deposit and access to committed capital subscriptions to pay the remainder of the Purchase Price at the Closing and (ii) will have at the Closing sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities. As of the date hereof, Purchaser has provided Sellers with a true,

correct and complete copy of the Equity Commitment Letter, which has been duly authorized and executed by Purchaser and the other signatories thereto, and constitutes the legal, valid and binding obligation of the Purchaser and the other parties thereto enforceable by Purchaser against each such other party in accordance with its terms.

(d) No Outside Reliance. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges and agrees that the representations and warranties made by Sellers in Section 5.1 (as qualified therein) (the “Express Representations”) are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser and any of its Affiliates may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees that (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, or prospects of the Fracturing Business, the Purchased Assets or the Sellers, or the quality, quantity or condition of the Fracturing Business’s or the Purchased Assets, in each case, are specifically disclaimed by Sellers, and that neither Purchaser nor any of its Affiliates has relied on any such representations, warranties or statements. Purchaser acknowledges and agrees that it has conducted to its full satisfaction an independent investigation and verification of the Fracturing Business and the Purchased Assets, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its or its Affiliates’ own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or advisors or representatives, in each case, whether written or oral, made or provided by Sellers or any of their respective Affiliates, advisors or representatives, or any failure of any of the foregoing to disclose information, except to the extent expressly set forth in the Express Representations.

ARTICLE VI CONDITIONS PRECEDENT

Section 6.1 Conditions to Purchaser’s Obligations. Purchaser’s obligation to effect the Closing shall be subject to the satisfaction or Purchaser’s waiver of the following conditions:

(a) all representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) each Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Seller at or prior to the Closing;

(c) the total cure costs for the Assumed Contracts provided on Schedule 2 shall not exceed the amount of cure costs listed on Schedule 2 by an amount equal to more than 20% for such Assumed Contracts in the aggregate;

(d) the Bankruptcy Court shall have entered the Sale Order, and the effectiveness of the Sale Order shall not be subject to any stay;

(e) the Canadian Court shall have entered the Sale Recognition Order, and the effectiveness of the Sale Recognition Order shall not be subject to any stay;

(f) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(g) all Assumed Contracts are in full force and effect; and

(h) Sellers shall have delivered or caused to be delivered all of the items set forth in Section 3.3.

Section 6.2 Conditions to Sellers' Obligations. Sellers' obligation to effect the Closing shall be subject to the satisfaction or BJS' waiver of the following conditions:

(a) all representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(c) the applicable waiting period under the HSR Act shall have expired or been terminated and any approvals necessary or any suspensory period in effect under any other Antitrust Laws shall have been received or expired, respectively; and

(d) Purchaser shall have delivered or caused to be delivered all of the items set forth in Section 3.4.

ARTICLE VII MISCELLANEOUS

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of BJS and Purchaser;

(b) by Purchaser by written notice to BJS if:

(i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by the applicable Seller within thirty (30) days of the applicable Seller's receipt of written notice of such breach from Purchaser;

(ii) the Closing shall not have occurred on or before August 28, 2020 (or such other date as is mutually agreed to by the Parties in writing) (the “Outside Date”), unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iii) the Sale Order has not been entered by the Bankruptcy Court by August 14, 2020; or

(iv) if any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 7.1(b)(iv) until after the thirtieth (30th) day following entry by the Bankruptcy Court of an order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 7.1(b)(iv), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser’s right to terminate this Agreement pursuant to this Section 7.1(b)(iv));

(c) by Sellers by written notice to Purchaser if:

(i) no Seller is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by Purchaser within thirty (30) days of Purchaser’s receipt of written notice of such breach from any Seller;

(ii) if all of the conditions set forth in Section 6.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 3.1;

(iii) the Closing shall not have occurred on or before the Outside Date, unless such failure shall be due to the failure of any Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iv) if any Seller or the board of directors (or similar governing body) of any Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person’s fiduciary duties;

(v) if any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(vi) the Sale Order has not been entered by the Bankruptcy Court by August 14, 2020; or

(vii) the Sale Recognition Order has not been granted by the Canadian Court by the earliest available date on the commercial list schedule for the Canadian Court, in accordance with Article IV and the filing deadlines set out in the Commercial Practice Note No. 1 of the Canadian Court dated June 15, 2015; or

(d) by BJS or Purchaser in the event that (i) there shall be any applicable law that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued any order enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appellable.

In the event of termination of this Agreement pursuant to this Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.4, this last sentence of Section 7.1, and Section 7.8 through Section 7.15 shall survive any such termination.

Section 7.2 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement provisions hereof, each Party shall, and shall cause its advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable law to cause the transactions contemplated herein to be effected as soon as practicable (subject to the following sub-clause (b)) in accordance with the terms hereof and to cooperate with each other Party and its advisors in connection with any step required to be taken as a part of its obligations hereunder. The “reasonable best efforts” of Sellers will not require Sellers or any of their subsidiaries, Affiliates or advisors to expend more than a *de minimis* amount of money to remedy any breach of any representation or warranty to commence any action, to waive or surrender any right, to modify any contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Sellers pursuant to this Agreement, including this Section 7.2, shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Canadian Court, Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case, and including entry of the *Bidding Procedures Order* (if applicable), the Sale Order and the Sale Recognition Order), any debtor-in-possession financing or order authorizing the use of cash collateral of the Sellers (including any budgets in connection with such financing or use of cash collateral), and each of Sellers’ obligations as a debtor-in-possession to comply with any order of the Canadian Court or the Bankruptcy Court (including the *Bidding Procedures Order* (if applicable)) and Sellers’ duty to seek and obtain the highest or otherwise best transaction for the Acquired Assets as required by the Bankruptcy Code.

Section 7.3 Alternate Transaction. If Sellers are unable to satisfy all of the conditions to Purchaser’s obligations with respect to the M&E Assets by the Outside Date but are able to satisfy the conditions to Purchaser’s obligations with respect to the Purchased Assets other than

the M&E Assets (or Purchaser has waived such conditions), Purchaser may, subject to any requisite Bankruptcy Court approvals, in its sole and absolute discretion, elect to consummate the acquisition of the Purchased Assets other than the M&E Assets for the Specified Consideration and on the other terms set forth in this Agreement, *mutatis mutandis*. If Sellers are unable to satisfy all of the conditions to Purchaser's obligations with respect to the Purchased Assets other than the M&E Assets by the Outside Date but are able to satisfy the conditions to Purchaser's obligations with respect to the M&E Assets (or Purchaser has waived such conditions), Purchaser may, subject to requisite Bankruptcy Court approvals, in its sole and absolute discretion, elect to consummate the acquisition of the M&E Assets for the M&E Consideration and on the other terms set forth in this Agreement, *mutatis mutandis*. In each such case, Sellers shall, upon such election by Purchaser, proceed with such transaction on the other terms set forth in this Agreement.

Section 7.4 Necessary Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or of any Law or order or in any way adversely affect the rights of Purchaser thereunder. In such event, Sellers and Purchaser will (a) use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser and (b), in the event a Necessary Consent is not obtained, cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of such Seller's rights and obligations with respect to any such Purchased Asset under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related tax costs imposed on such Seller or its Affiliates) and (ii) Purchaser shall assume any related burden and obligation (including performance) with respect to such Purchased Asset. Notwithstanding the foregoing, neither any Seller nor Purchaser shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

Section 7.5 Further Assurances. Each party agrees, without further consideration, to cooperate and to promptly execute such other and further documents, instruments and papers after the Closing Date which are required to fully transfer the Purchased Assets to Purchaser. To the extent that either Party discovers after the Closing Date that (i) any rights, interests or assets intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently not conveyed to Purchaser, or (ii) any rights, interests or assets not intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently conveyed to Purchaser, then each Party shall cooperate and take, at such Party's sole cost and expense, such actions as are necessary to effectuate the transfer and conveyance, or as the case may be, the retransfer to the relevant other Party, of such rights, interests and assets without payment of further consideration.

Section 7.6 Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the transfer of the Purchased Assets to Purchaser pursuant to this Agreement and not exempted under the Sale Order or the Sale

Recognition Order, by Section 1146(a) of the Bankruptcy Code or applicable state or municipal law ("Transfer Taxes") shall be borne by Purchaser. Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such tax returns and other documentation.

Section 7.7 Allocation of Purchase Price. Purchaser and Sellers shall use commercially reasonable efforts to agree to an allocation of the Specified Consideration (and other items treated as consideration for federal income tax purposes) among the Specified Assets, the Assumed Contracts and the visa-related rights and the M&E Consideration (and other items treated as consideration for federal income tax purposes) among the M&E Assets in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate) (the "Tax Allocation") within 30 days after the Closing Date. If Sellers and Purchaser reach an agreement with respect to the Tax Allocation pursuant to the foregoing sentence, Sellers and Purchaser each agree to report, and to cause their respective Affiliates to report, the U.S. federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Internal Revenue Service Form 8594 (Asset Acquisition Statement under Section 1060) in a manner consistent with the Tax Allocation, as may be revised to take into account subsequent adjustments to the Purchase Price, and shall not take any position for U.S. federal, state or local income tax purposes inconsistent therewith upon examination of any tax return, in any refund claim, in any tax litigation, investigation or otherwise, unless required to do so by a "determination" (as defined in Code §1313(a)(1)), or with such other Party's prior consent; provided, however, that nothing contained herein shall prevent Purchaser or Sellers from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Tax Allocation, and neither Purchaser nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the Tax Allocation. If Sellers and Purchaser do not reach an agreement with respect to the Tax Allocation under this Section 7.7, Sellers and Purchaser shall be free to file their own asset allocation statements and shall not be subject to the reporting requirements of this Section 7.7. In addition to the Tax Allocation, the Purchaser and Seller shall use commercially reasonable efforts to agree to an allocation of the Purchase Price as between the Purchased Assets sold by each Seller. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 7.7 shall survive the Closing without limitation.

Section 7.8 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date of delivery in person or by facsimile (receipt confirmed) or of deposit in the United States mail, postage prepaid, if sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:

Winston & Strawn LLP
2121 N. Pearl Street, Suite 900
Dallas, Texas 75201

If to Sellers:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375

Attn: David Lange
Email: dlange@winston.com

Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and with copy to:

Bennett Jones LLP
4500 Bankers Hall East
855-2nd Street SW
Calgary, AB, Canada T2P 4K7
Attn: Harinder Basra
Kelsey Meyer
E-mail: basrah@bennettjones.com
meyerk@bennettjones.com

Any Party may change its address for receipt of notices and other communications hereunder by giving appropriate written notice to the other Parties in accordance with the provisions of this Section 7.8.

Section 7.9 Governing Law; Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles save and except that the CCAA shall apply with respect to the application to the Canadian Court for the Sale Recognition Order. Subject to the foregoing, the Parties hereby agree that any litigation arising hereunder shall be filed in and resolved exclusively in the Bankruptcy Court or, if the Bankruptcy Court is unwilling or unable to hear such litigation, in the federal or state courts located in Harris County, Texas, United States of America. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and agrees that venue shall be exclusive with such courts.

Section 7.10 Amendment and Waiver. This Agreement may be amended or modified only by written instrument executed by all of the Parties. A waiver of any term or condition of this Agreement shall only be effective if in writing. No waiver by any Party of any breach of any of the covenants to be performed by any other Party shall be construed as a waiver of any subsequent breach of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 7.11 Assignment. No Party shall assign this Agreement, or any right or duty hereunder, voluntarily or involuntarily, by operation of law or otherwise, without the prior written

consent of the other Parties (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 7.12 AS IS Transaction. UPON CLOSING, IT IS UNDERSTOOD THAT, EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, PURCHASER HAS ACCEPTED THE PURCHASED ASSETS IN THEIR "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION AS TO THE CONDITION OF SAID PURCHASED ASSETS, THEIR FITNESS FOR ANY PARTICULAR USE OR MERCHANTABILITY, HAS BEEN GIVEN OR IS BINDING UPON SELLERS, ALL OF WHICH SUCH IMPLIED WARRANTIES ARE DISCLAIMED BY PURCHASER. Purchaser acknowledges and agrees that it will, and it will cause its Affiliates to, not assert, institute, or maintain any proceeding, action or lawsuit that makes any claim contrary to this Section 7.12 and Section 5.2(d), including any such proceeding, action or lawsuit with respect to any information, statements, disclosures, or materials, in each case whether written or oral, provided to Purchaser or its Affiliates or their respective advisors and representatives by any Seller or any of their respective Affiliates, or any failure by any of the foregoing to disclose any information. Purchaser acknowledges and agrees that the covenants and provisions contained in this Section 7.12 and Section 5.2(d) require performance after the Closing and are an integral part of the transactions contemplated by this Agreement and that Sellers would not have entered into this Agreement without such covenants and provisions.

Section 7.13 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date. Purchaser and Sellers acknowledge and agree that the agreements contained in this Section 7.13 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (b) are an integral part of the transactions contemplated hereby and that, without such agreements, none of the Parties would enter into this Agreement.

Section 7.14 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to seek an injunction or injunctions, specific performance or other equitable relief to remedy breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any

Party pursuing an injunction or injunctions or other order to remedy breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with any such order. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 7.14 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty of any Seller made herein. In furtherance of and to the same extent as the foregoing, it is acknowledged and agreed that Sellers shall be entitled to seek specific performance to enforce the terms of the Equity Commitment Letter against the parties thereto and Purchaser's rights thereunder.

Section 7.15 Miscellaneous. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party but all of which taken together shall constitute one and the same Agreement. The section headings in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor case. It is the intention of the Parties that nothing in this Agreement shall be deemed to create any right or cause of action in or on behalf of any Person other than the Parties. If any provision of this Agreement is found to be contrary to Law or unenforceable by a court of competent jurisdiction, then the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

Section 7.16 Delegation. By execution of this Agreement, BJC hereby irrevocably constitutes and appoints BJS to act as agent and attorney-in-fact for and on its behalf regarding any matter relating to the Escrow Agreement, including in BJS's capacity as "Seller Representative" thereunder and in taking all such other actions as BJS shall deem necessary or appropriate, in its discretion, for the accomplishment of the transactions contemplated by the Escrow Agreement, and BJC agrees to be bound by all agreements and determinations made by and documents executed and delivered by BJS pursuant to the foregoing authority granted to BJS. BJS will not be liable for any act taken or omitted to be taken under the Escrow Agreement, while acting in good faith, and any act taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of such good faith. BJS shall be entitled to rely, and shall be fully protected in relying, upon, any statements furnished to BJS by BJC or any third party or any other evidence deemed by BJS to be reliable, and BJS shall be entitled to act on the advice of its selected counsel. Any such decision, act, consent or instruction given by BJS pursuant to the foregoing grant shall be final, binding and conclusive upon BJC, and Purchaser and the Escrow Agent may rely upon

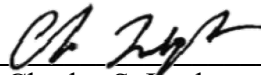
any such decision, act, consent or instruction without any liability to, or obligation to inquire of, BJC. The appointment and power of attorney made in this Section 7.16 shall to the fullest extent permitted by applicable Law be deemed an agency coupled with an interest and all authority conferred hereby shall to the fullest extent permitted by Law be irrevocable and not be subject to termination by operation of applicable Law, whether by the death or incapacity or liquidation or dissolution of BJC or the occurrence of any other event or events. Any action taken by BJS on behalf of BJC pursuant to this Section 7.16 shall be as valid as if any such death, incapacity, liquidation, dissolution or other event had not occurred, regardless of whether or not BJC, BJS, any related Person or Purchaser shall have received notice of any such death, incapacity, liquidation, dissolution or other event.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first above written.

PURCHASER

TES ASSET ACQUISITION, LLC



By: Charles S. Leykum
Its: Manager

SELLERS

BJ SERVICES, LLC

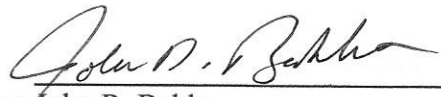
By: _____



Name: Anthony C. Schnur

Its: Chief Restructuring Officer

BJ SERVICES HOLDINGS CANADA ULC

By: 
Name: John R. Bakht
Its: Vice President & Secretary

SCHEDULE 1**Purchased Assets**

M&E Assets

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2011	Active	1P9CP4026BB343698
Frac Blender	Trailer	BLENDER,TM 125 E MkII	Kalyn	2007	Active	5DDKM362871003073
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL - MkII	Pratt	2012	Active	1P9CP4023CB343112
Frac Blender	Trailer	BLENDER 125 E EXT - MkII	Kalyn	2009	Active	5DDKM393791004536
Frac Blender	Trailer	BLENDER 125 E EXT - MkII	PRAT	2009	Down	1P9CP40269B343100
Frac Blender	Trailer	125EX FRAC BLENDER W/16BBL MIXING TUB - MkII	PRAT	2012	Active	1P9CP4021CB343092
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2007	Idle	5DDKM362371002848
Frac Blender	Trailer	BLENDER TM 125 E - MkII	Kalyn	2008	Active	5DDKM362281003734
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	PRATT INDUSTRIES, INC.	2010	Active	1P9CP4024AB343133
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	Pratt	2010	Active	1P9CP4020AB343212
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2010	Active	1P9CP4022AB343213
Frac Blender	Trailer	BLENDER 125 E EXT MKII	PRATT INDUSTRIES, INC.	2011	Active	1P9CP4024BB343697
Frac Blender	Trailer	125 EX FRAC BLENDER W.16 BBL MIX TUB - MkII	Pratt	2012	Active	1P9CP4027CB343114
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2007	Active	5DDKE452571002760
Chem Add	Trailer	CHEM INJ TRAILER ENCLOSED	Peerless	2005	Active	2PLC040205BJ11997
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2005	Active	5DDKM452051001919
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2007	Active	5DDKE452771002761

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2006	Active	5DDKE452761002452
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2006	Active	5DDKM362461002422
Chem Add	Trailer	CHEM ADD TM UNIT	Kalyn	2007	Active	5DDKM452X71003129
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042347GJ13179
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042397BH13177
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042307BH13178
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042367BK13183
Chem Add	Trailer	Chem Add	Pratt	2013	Idle	1P9CP4527DB343270
Data Van	Body Load	FRAC VAN STV2600 ISC	Peterbilt	2011	Active	2NP3LN9XXBM129458
Data Van	Body Load	FRAC VAN STIM STV2600	Peterbilt	2013	Active	2NP3LN9X7DM172206
Data Van	Body Load	VAN,STIM STV2600	Peterbilt	2012	Active	2NP3LN9X1CM172202
Data Van	Body Load	FRAC VAN STV2600 ISC	Peterbilt	2012	Active	2NP3LN9X8CM137401
Data Van	Body Load	STC-2600 Datavan Fracturing	Kenworth	2007	Active	1NKCL40X07R932535
Data Van	Body Load	STV-2600 Hydra-Frac Data Van Truck	Kenworth	2007	Active	1NKCL40X37R932531
Data Van	Trailer	Trailer Mounted Data Van (DF-4	Surefire Trailers	2011	Refurb	1V9SX4028BN062266
Data Van	Trailer	COMMAND CTR,TM 40FT 120VAC 60HZ	General	2014	Active	1G9U6FA2XEB460139
Hydration Unit	Trailer	L606 UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4322EB343388
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4322EB343391
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4324EB343487
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343396

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	PRAT	2014	Active	1P9CP4328EB343492
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	Pratt	2010	Active	1P9CP4026BB343182
Chem Add	Trailer	CHEM ADD TM UNIT	Pratt	2011	Active	1P9CP4528BB343484
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4328EB343489
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4324EB343392
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2010	Active	1W9UC4828AL216008
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2011	Active	1W9UC4828BL216009
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2010	Active	1W9UC4822AL216005
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2010	Active	1W9UC4828AL216011
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2011	Active	1W9UC4823BL216001
Line Transport	Trailer	LINE TRAILER 3" 1502	Kalyn	2009	Active	5DDKM402491004710
Line Transport	Trailer	4 1002 LINE TRAILER	Pratt	2012	Active	1P9CP4022CB343621
Line Transport	Trailer	TRAILER,LINE 4.0 1002	Pratt	2011	Active	1P9CP4023BB343439
Line Transport	Trailer	TRAILER,LINE 4.0 1002	Pratt	2012	Active	1P9CP4023CB343577
Line Transport	Trailer	4 1502 LINE TRAILER	Pratt	2011	Active	1P9CP4024BB343191
Line Transport	Trailer	TRAILER,LINE 3.0 1502	PRAT	2012	Active	1P9CP4027CB343467
Line Transport	Trailer	TRAILER,LINE 3.0 1502	Pratt	2012	Active	1P9CP402XCB343012
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4435BB343825
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4431BB343823
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2011	Active	1P9CP4125BB343691

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343826
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Down	1P9CP443XCB343045
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2012	Active	1P9CP4431CB343046
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4439BB343827
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Active	1P9CP4433CB343047
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2012	Down	1P9CP4128CB343119
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2012	Active	1P9CP4127CB343676
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP443XDB343273
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP4435DB343276
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Active	1P9CP4433DB343275
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2013	Active	1P9CP4123DB343238
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP4437DB343280
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2013	Active	1P9CP4439DB343281
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Dragon	2014	Active	1UNSF4433EA093888
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343518
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343821
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP4436BB343101
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4434BB343100
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Active	1P9CP443XBB343103
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343102

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343097
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP443XBB343098
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Active	1P9CP4431BB343099
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt Industries	2011	Active	1P9C9443XBB343165
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Down	1P9CP4433BB343105
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP443XBB343822
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343169
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Rhino	2011	Active	1P9CP4435BB343168
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP4435BB343171
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Idle	1P9CP4439BB343173
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343172
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4436BB343177
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4431BB343104
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4433BB343167
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2007	Active	5DDKM443471003069
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443271003068
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Down	5DDKM443171003157
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443071003067
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443671003235
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Gorilla	2009	Active	1P9CP443X9B343166

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2009	Active	1P9CP44339B343171
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Down	1A9PF44331L448097
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Active	1A9PF44351L448098
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Active	1A9PF44371L448099
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440423513273
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440X23513276
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440123513277
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440323513278
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Down	13N24449233518915
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Active	13N24449133519103
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Down	13N24449833518918
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Active	13N24449733519266
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24430843522238
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24439143522239
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24439843522240
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Fontaine	2004	Active	4LF24439743523573
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Gorilla	2005	Active	5DDKE323751001548
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323751001582
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323751001596
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323X51001625

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Down	5DDKE323651001833
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE322051001897
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2006	Active	5DDKE323361002262
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2006	Active	5DDKE323061002459
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2006	Active	5DDKE323561002490
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323571002491
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323271002562
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2011	Active	1P9CP4129BB343112
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323671002905
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Down	5DDKM443671002974
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443071003019
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2007	Active	1P9CP40297B343136
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2008	Active	5DDKM402281003554
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2007	Active	1P9CP40247B343142
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Stewart & Stevenson	2009	Active	2T9SASTC59D016485
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2009	Active	2T9SASTC5AD016491
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC7BD016779
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Down	2T9SASVC7BD016782
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC9BD016783
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Idle	2T9SASVC2BD016785

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC4BD016786
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC6BD016787
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVCXBD016789
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Idle	2T9SASVC6BD016790
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC1CD016957
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC5CD016959
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUCXCD016990
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC0CD016996
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC2CD016997
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC4CD016001
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Down	2T9SASUC6CD016002
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC0DD016191
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC6DD016194
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC4DD016226
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC6DD016227
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC3DD016251
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC5DD016252
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC7DD016253
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC3DD016265
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUCXDD016277

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC5DD016302
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Idle	2T9SASUC7DD016303
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Idle	2T9SASUC1CD016974
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC4DD016193
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC1DD016278
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUCXCD016973
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC4CD016967
Chem Transport	Trailer	TRANSPORT,BULK DRY 1350 FT3 3 CMPRT	Trail King	2014	Down	1TKP04527EW092558
Chem Transport	Trailer	TRANSPORT,BULK DRY 1350 FT3 3 CMPRT	Trail King	2014	Active	1TKP04525EW102570
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS54
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS60
Chem Add	Trailer	CHEM ADD TRL	Pratt	2012	Active	1P9CP4521CB343523
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343382
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS63
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS65
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS89
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Idle	PS87
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)			Active	PS104
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)			Active	PS105
Maintenance Truck	Tractor	Heavy Duty Vehicle	Ford	2006	Active	1FDAW57P46EA98718

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Maintenance Truck	Tractor	Maintenance Truck	Ford	2011	Active	1FD0W5HT1BEC88834
Maintenance Truck	Tractor	2011 Peterbilt 337 4x2	Peterbilt	2011	Active	2NP2HN7X1BM124827
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2012	Active	1XPTD49X5CD137729
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166194
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X2DD166414
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2011	Active	1XPTD49X5BD117012
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2012	Active	1XPTD49XXCD163291
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X9DD166331
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166261
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X8DD183329
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X4DD183330
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X3BD117087
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2011	Active	1XPTD49X1BD117105
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X4BD117132
Tractor	Tractor	2011 Peterbilt 367 6x4	Peterbilt	2011	Active	1XPTD49X3BD117137
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X8BD123211
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X0BD123137
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X1DD166307
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166437
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X2DD166347

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X7DD166327
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X9DD183310
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD49X4BD117146
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X39D773510
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X7BD123200
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2012	Active	1XPTD40X7CD155162
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40XX8D739949
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X68D739950
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X18D739953
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X58D740118
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X08D740236
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X39D773507
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X29D773515
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Down	1XPTD40X49D773516
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X69D773517
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X8BD123156
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X7BD123231
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X79D773509
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2005	Active	1XPFD40X35D835737
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Down	1XPFD40X05D835811

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Active	1XPFD40X05D835808
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X87D656371
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X87D656239
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X77D730346
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Active	1XPFD40X85D835779
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2006	Active	1XPFD40X16D645601
Tractor	Tractor	TRACTOR HYD-II GORILLA	Peterbilt	2004	Active	1XPFD9XX4D816990
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2012	Active	1XPTD49X7CD137747
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2005	Active	1XPFD49X95D835793
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49XX7D656293
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X17D730359
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X87D656292
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X86D656159
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X76D884203
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D645604
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2005	Active	1XPFD49X05D884168
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2012	Active	1XPTD49X5CD163246
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X37D656359
Tractor	Tractor	TRACTOR HYD 2	Peterbilt	2007	Active	1XPFD49X17D735884
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X86D884193

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X26D884254
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2013	Active	1XPTD49X4DD166267
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D656165
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X87D656275
Tractor	Tractor	2005 Peterbilt 378 6x4	Peterbilt	2005	Active	1XPFD49X85D865125
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2008	Active	1XPTD49X48D739884
Tractor	Tractor	2008 Peterbilt 367 6x4	Peterbilt	2008	Active	1XPTD49X68D739885
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X27D656367
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X46D884255
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X46D884207
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X96D646711
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D646705
Tractor	Tractor	Tractor, Hydraulic Wet Kit	Kenworth	2007	Active	1XKDD00X37R995905
Tractor	Tractor	TRACTOR HYD-III ISX	Peterbilt	2009	Active	1XPTD49X49D773373
Tractor	Tractor	TRACTOR HYDRAULIC 1 - GORILLA	Peterbilt	2013	Active	1XPTD40X1DD137788
Tractor	Tractor	Tractor hydraulic II	Peterbilt	2012	Active	1XPTD49X0CD137640
Tractor	Tractor	Tractor Hydraulic I Blender	Peterbilt	2012	Active	1XPTD49X5CD137634
Tractor	Tractor	Tractor Hydraulic I Dual pump	Peterbilt	2012	Active	1XPTD49X0CD137637
Tractor	Tractor	Tractor Hydrualic w/F016	Peterbilt	2011	Active	1XPTD40X0BD123202
Tractor	Tractor	TR-16 Tractor with Wet Kit 230" WB	Kenworth	2007	Idle	1XKDD00X67R997535

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2008	Active	1XPTD49X58D740137
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2011	Active	1XPTD49X2BD116996
Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 232WB 378	Peterbilt	2012	Active	1XPTD49X6CD163241
Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 232WB 378	Peterbilt	2009	Active	1XPTD49X19D788932
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2013	Active	1XPTD49XXDD166161
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2009	Active	1XPTD49X19D773380
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2007	Active	1XPFD49X07D656190
Tractor	Tractor	2005 Peterbilt 378 6x4	Peterbilt	2005	Active	1XPFD49X15D835772
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2012	Active	1XPTD49X5CD163229
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2013	Active	1XPTD49X1DD166162
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X2DD166302
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2013	Active	1XPTD49X3DD183366
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2011	Active	1XPTD49X5BD123151
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2007	Active	1XPFD49X67D656341
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2009	Active	1XPTD49X09D773435
Tractor	Tractor	Tractor with wet kit	Western Star	2012	Active	5KJJALBG3CPBE2269
Tractor	Tractor	TRACTOR, GORILLA	Peterbilt	2013	Active	1XPTD40X0DD163329
Tractor	Tractor	TRACTOR, HYDRAULIC 1	Peterbilt	2013	Active	1XPTD49X3DD166132
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X0DD166136
Tractor	Tractor	Tractor Hyd I Falcon	Peterbilt	2013	Active	1XPTD49X1DD166159

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	Tractor Hyd I Falcon	Peterbilt	2013	Active	1XPTD49X8DD163341
Tractor	Tractor	TRACTOR,CONV HEAVY HAUL ISX 6X4 231WB	Peterbilt	2012	Active	1XPTD40X9CD163201
Tractor	Tractor	TRACTOR,CONV HEAVY HAUL ISX 6X4 231WB	Peterbilt	2013	Active	1XPTD40X7DD163327
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2013	Active	1XPTD49X0DD166234
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBU4689
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBU4675
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBU4680
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG6CPBU4683
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG8CPBU4684
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG5CPBU4688
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG3CPBU4690
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG5CPBU4691
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBU4694
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2011	Active	5KJJALBG8BPAZ6229
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG0CPBE2259
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG3CPBE2286
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG5CPBE2290
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG8CPBE2297
Tractor	Tractor	TR-16 Tractor with Wet Kit 230IN WB	Kenworth	2007	Active	1XKDD00X17R997524
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBGXCPBE2298

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230"WB ISX 485 HP	Western Star	2012	Active	5KJJALBG6CPBU4697
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230"WB ISX 485 HP	Western Star	2012	Active	5KJJALBG2CPBU4700
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230"WB ISX 485 HP	Western Star	2012	Active	5KJJALBG4CPBU4701
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB DD15-475	Western Star	2010	Active	5KJJALDR3APAL1284
Tractor	Tractor	TR-16 Tractor with Wet Kit 230IN WB	Kenworth	2006	Active	1XKDD00X76R992682
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2006	Idle	1XKDD40X26R987526
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2006	Active	3WKDD40X06F986569
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2005	Active	1XKDD40X15R979786
Tractor	Tractor	TR-18 Tridem Wet Kit Tractor 260IN WB ISX	Western Star	2011	Active	5KJRALBG5BPAX2991
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD15-475	Western Star	2010	Active	5KJJALDRXAPAL1282
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD60 470 hp	Western Star	2008	Active	5KJJALCK48PY65298
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD60-470	Western Star	2007	Active	5KJJALCK77PZ24195
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB ISX 485 hp	Western Star	2011	Active	5KJJALBG2BPAY7929
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG4CPBE2264
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG2CPBE2277
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBE2276
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2011	Active	5KJJALBG4BPAZ6230
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBE2307
Tractor	Tractor	TRACTOR HYD I ISX	Peterbilt	2009	Active	1XPTD49X29D788910
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X7DD183323

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	2012 Western Star 4900SA Tri Drive Tractor	Western Star	2012	Down	5KJRALBG9CPBE2103
Tractor	Tractor	2012 Western Star 4900SA Tri Drive Tractor	Western Star	2012	Active	5KJRALBG5CPBE2101
Maintenance Truck	Tractor	TRUCK,CONV ISC 4X2 PB	Peterbilt	2008	Active	2NPLHN7X78M750590
Tractor	Tractor	TRUCK,XPORT DOTF DRY GEL METERING SKID	Peterbilt	2013	Active	2NP3LN9X3DM185812
Maintenance Truck	Tractor	TRUCK,CONV ISC 4X2 PB	Peterbilt	2012	Active	2NP2HN7X0CM137974
Chem Add	Trailer	Chem Add Trailer	Pratt	2011	Active	1P9CP4520BB343293
Chem Add	Trailer	TM CHEM ADD UNIT		2012	Active	1P9CP4520CB343724
Frac Blender	Trailer	125 EX FRAC BLENDER	Pratt	2011	Active	1P9CP4024BB343652
Frac Blender	Trailer	BLENDER 125 - E	Kalyn	2006	Active	5DDKM362X61002439
Frac Valve	Skid	T3 Co EPRV systems	T3		Active	PS66
Frac Valve	Skid	T3 Co EPRV systems	T3		Active	PS67
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM	Pratt	2014	Active	1P9CP4325EB343384

Specified IP Assets

Serial Number	Country	Prov / Non-Prov	Title	Summary	Filing Date	Patent Number	Grant Date	Expiry date	Status	Excluded IP Right?
2999968	Canada		Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring the operation of frac pumps and generating wear/failure alarms.	3/26/2018				Pending Published	
3010939	Canada		Baffle System for Flowing Particulates into a Frac Fluid Blender	Baffle system for introducing solid particulates into mixing tub of a blender unit.	7/10/2018				Pending Published	
3010947	Canada		Valve Body for Frac Pumps	Valve bodies having an elastomer seal positioned radially inward of metal valve seat.	7/10/2018				Pending Published	
16/946,079	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,971	United States	Provisional			9/13/2019				Pending	Yes
13/568,468	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling the Discharge of Material onto a Conveyor from a Dispenser		8/7/2012	9038865	5/26/2015	8/7/2032	Issued	
13/740,835	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling Material Discharged from a Conveyor		1/14/2013	9260253	2/16/2016	11/25/2032	Issued	
13/787,378	United States	Non-Prov.	Fracturing Pump Assembly and Method Thereof	Fluid end having primary and secondary hydraulic intensifiers driven by an electric motor.	3/6/2013	9322397	4/26/2016	3/1/2034	Issued	
13/868,526	United States	Non-Prov.	Apparatus and Methods for Providing Blended Natural Gas to at Least One Engine	Monitoring/controlling natural gas and methane flow lines to supply a	4/23/2013	9133779	9/15/2015	5/30/2033	Issued	

				blended hydrocarbon gas to an engine.						
13/948,483	United States	Non-Prov.	Apparatus and Methods for Delivering a High Volume of Fluid into an Underground Well Bore from a Mobile Pumping Unit	Single electric motor drives two frac pumps through flex couplings to the pumps.	7/23/2013	9395049	7/19/2016	3/8/2034	Issued	
14/039,980	United States	Non-Prov.	Apparatus and Methods for Measuring and or Adjusting the Height of Material in the Bin of a Hopper Assembly		9/27/2013	9285260	3/15/2016	1/12/2033	Issued	
14/254,057	United States	Non-Prov.	Fixed Frequency High-Pressure High Reliability Pump Drive	Electric control using fixed phase and frequency.	4/16/2014	9945365	4/17/2018	8/6/2036	Issued	Yes
14/298,216	United States	Non-Prov.	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	6/6/2014	10008880	6/26/2018	1/26/2037	Issued	
14/458,068	United States	Non-Prov.	Reciprocating Pump Cavitation Detection and Avoidance	Monitoring fluid pressure and vibration to detect cavitation.	8/12/2014	9410546	8/9/2016	2/14/2035	Issued	
14/567,332	United States	Non-Prov.	Use of Long Chain Amines and Difunctional Compounds as Tracers		12/11/2014	9297252	3/29/2016	6/27/2034	Issued	
14/601,711	United States	Non-Prov.	Method and System for Automatically Adjusting one or More Operational Parameters in a Borehole	System for monitoring frac jobs by comparing real-time data to historical data.	1/21/2015	10036233	7/31/2018	11/1/2035	Issued	
14/661,397	United States	Non-Prov.	Well Screen-Out Prediction and Prevention	System for monitoring frac jobs by comparing real-time data to historical data.	3/18/2015	9803467	10/31/2017	5/10/2036	Issued	
14/871,641	United States	Non-Prov.	Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring valve wear conditions based on pump cycles.	9/30/2015	10317875	6/11/2019	12/15/2036	Issued	

15/149,957	United States	Non-Prov.	Identifying a Component Used in a Well Operation Using a Leaky Coaxial Antenna	Using a leaky coaxial antenna to identify well components at risk for failure.	5/9/2016				Pending Published	
62/704,567	United States	Provisional			5/15/2020				Pending	Yes
62/899,957	United States	Provisional			9/13/2019				Pending	Yes
62/704,565	United States	Provisional			5/15/2020				Pending	Yes
62/900,291	United States	Provisional			9/13/2019				Pending	Yes
15/929,768	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,395	United States	Provisional			5/8/2020				Pending	Yes
62/899,966	United States	Provisional			9/13/2019				Pending	Yes
16/026,236	United States	Non-Prov.	Fluid End for Frac Pump	Various improvements in the valve, block, packing, and damper of fluid ends - valve bodies having an elastomer seal positioned radially inward of metal valve seat elected.	7/3/2018				Pending Published	
16/026,254	United States	Non-Prov.	Blender for Frac Fluids	Various improvements in the drive train, fluid density measurement, manifold banks, vortex breakers and cooling systems for blender units.	7/3/2018				Pending Published	
16/111,407	United States	Non-Prov.	Far Field Diverter Material	Diverter mat'l for slickwater fluids having dissolvable particles and proppant.	8/24/2018				Pending Published	
15/929,708	United States	Non-Prov.			5/18/2020				Pending	Yes
15/929,710	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,401	United States	Provisional			5/8/2020				Pending	Yes

62/900,100	United States	Provisional			9/13/2019				Pending	Yes
62/900,112	United States	Provisional			9/13/2019				Pending	Yes
16/946,082	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,951	United States	Provisional			9/13/2019				Pending	Yes
16/227,987	United States	Non-Prov.	Devices and Related Methods for Hydraulic Fracturing		12/20/2018				Published	Yes
62/704,560	United States	Provisional			5/15/2020				Pending	Yes
62/899,963	United States	Provisional			9/13/2019				Pending	Yes
15/929,924	United States	Non-Prov.			5/29/2020				Pending	Yes
62/705,055	United States	Provisional			6/9/2020				Pending	Yes
62/899,975	United States	Provisional			9/13/2019				Pending	Yes
16/745,724	United States	Reissue	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	1/17/2020					
16/850,787	United States	Reissue	Fixed Frequency High-Pressure High Reliability Pump Drive	Electric control using fixed phase and frequency.	4/16/2020					
62/705,358	United States	Provisional			6/23/2020				Pending	Yes
15/929,652	United States	Non-Prov.			5/14/2020				Pending	Yes
62/704,462	United States	Provisional			5/12/2020				Pending	Yes
62/704,476	United States	Provisional			5/12/2020				Pending	Yes
62/705,334	United States	Provisional			6/22/2020				Pending	Yes
15/929,770	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,539	United States	Provisional			5/14/2020				Pending	Yes

16/946,291	United States	Non-Prov.			6/15/2020				Pending	Yes
62/704,774	United States	Provisional			5/28/2020				Pending	Yes
62/704,987	United States	Provisional			6/5/2020				Pending	Yes
62/705,188	United States	Provisional			6/15/2020				Pending	Yes
16/946,171	United States	Non-Prov.			6/9/2020				Pending	Yes
62/704,981	United States	Provisional			6/5/2020				Pending	Yes
62/705,042	United States	Provisional			6/9/2020				Pending	Yes
15/929,715	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,556	United States	Provisional			5/15/2020				Pending	Yes
62/705,328	United States	Provisional			6/22/2020				Pending	Yes
62/705,354	United States	Provisional			6/23/2020				Pending	Yes
62/705,369	United States	Provisional			6/24/2020				Pending	Yes
62/705,357	United States	Provisional			6/23/2020				Pending	Yes
62/705,376	United States	Provisional			6/24/2020				Pending	Yes
62/705,332	United States	Provisional			6/22/2020				Pending	Yes
62/705,356	United States	Provisional			6/23/2020				Pending	Yes
62/705,375	United States	Provisional			6/24/2020				Pending	Yes
16/946,172	United States	Non-Prov.			6/9/2020				Pending	Yes
62/705,050	United States	Provisional			6/9/2020				Pending	Yes
62/705,850	United States				7/17/2020				Pending	Yes

Item	Description

Trademark	U.S. Application No. 88/977,897 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,898 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,899 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,900 filed December 10, 2019 Awarded July 14, 2020

All trademarks (whether registered or unregistered) owned by Sellers and incorporating the name BJ, BJ Services or variations thereof (the “BJ Services Marks”).

SCHEDULE 2

Assumed Contracts and Cure Costs

Assumed Contract	Cure Cost
Sales Contract, dated November 20, 2019, by and between Yanti Jereh Petroleum Equipment & Technologies Co., Ltd. (“ <u>Jereh</u> ”) and BJ Services, LLC (the “ <u>Jereh Agreement</u> ”)	\$2,512,797
Mutual Non-Disclosure Agreement, dated July 12, 2019, between American Jereh International Corporation and BJ Services, LLC	\$0
Strategic Alliance Agreement, dated January 10, 2020, by and between BJ Services, LLC, and Vericor Power Systems LLC	\$0
The following agreements involving Approach Controls, Inc. and BJ Services, LLC:	-
Development and Manufacturing Agreement, dated January 7, 2020, by and between BJ Services, LLC and Approach Controls, Inc.	\$660,038
Letter between BJ Services, LLC and Warren Arnholtz, dated January 7, 2020	\$0
Letter between BJ Services, LLC and Jeff Aitchison, dated January 7, 2020	\$0

Schedule 3**Illustration of Jobs in Progress Costs¹**

Job:	Chevron	Aethon - 1	Aethon - 2	Comstock -1
Compensation	500.48	348.16	304.64	251.45
Contract Labor	1.85	21.59	18.89	18.71
Freight	52.96	20.72	19.34	882.56
Fuel	21.18	16.88	14.77	12.22
Pdt. COGS	71.84	319.45	279.52	877.31
R&M	<u>831.95</u>	<u>510.63</u>	<u>446.80</u>	<u>363.09</u>
Totals	1,480.27	1,237.44	1,083.97	2,405.33

Total Expenses

Paid \$ 6,207.00

Surcharge 15% 1,241.40

Net Due and Payable \$ 7,448.40

¹ Note that all figures are in thousands and all items and figures are included solely for illustrative purposes and shall not be deemed to be or represent the Jobs in Progress Costs.

EXHIBIT A

Form of Deposit Escrow Agreement

See attached.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of July [●], 2020, by and among TES Asset Acquisition, LLC, a Delaware limited liability company (“Buyer”), BJ Services, LLC, a Delaware limited liability company (“Seller Representative”) and Citibank, N.A., as escrow agent (the “Escrow Agent”). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of July [●], 2020, by and among Seller Representative, BJ Services Holdings Canada ULC, a British Columbia unlimited liability company (“BJC”) and Buyer. Each of Buyer and Seller Representative is also referred to herein as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement and the deposit by Buyer with the Escrow Agent of an amount equal to USD \$3,000,000 (the “Escrow Deposit”);

WHEREAS, Buyer and Sellers desire for the Escrow Deposit to be subject to the terms and conditions set forth herein and in the Purchase Agreement;

WHEREAS, BJC has irrevocably constituted and appointed Seller Representative to act as BJC’s agent and attorney-in-fact for and on its behalf regarding all actions as Seller Representative shall deem necessary or appropriate, in its discretion, for the accomplishment of the transactions contemplated by this Agreement; and

WHEREAS, Buyer agrees to place or cause to be placed the Escrow Deposit in escrow and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Agreement and the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties and the Escrow Agent agree as follows:

1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein.

2. Escrow Deposit. Simultaneous with the execution and delivery of this Agreement, Buyer shall deposit with the Escrow Agent the Escrow Deposit in immediately available funds. The Escrow Agent hereby acknowledges receipt of the Escrow Deposit and agrees to hold the Escrow Deposit in a separate and distinct account (the “Escrow Account”) subject to and in accordance with the terms and conditions of this Agreement.

3. Investment of Escrow Deposit.

(a) The Escrow Agent shall not invest the Escrow Deposit and shall hold the Escrow Deposit in a “noninterest-bearing deposit account” of Citibank N.A., insured by the Federal Deposit Insurance Corporation (the “FDIC”) up to the applicable limits. The Escrow Deposit shall at all times remain available for distribution in accordance with the terms of Section 4 below.

(b) The Escrow Agent shall send an account statement to each of the Parties on a monthly basis reflecting activity in the Escrow Account for the preceding month.

4. Disposition and Termination of the Escrow Deposit. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Deposit as provided in, this Section 4 as follows:

(a) Joint Release Instruction.

(i) Subject to Section 4(a)(ii), the Escrow Agent shall hold the Escrow Deposit until Buyer and Seller Representative submit a Joint Release Instruction (as defined below), setting forth the amounts and parties to whom the Escrow Deposit are to be disbursed pursuant to the Purchase Agreement. Upon receipt of such Joint Release Instruction with respect to the Escrow Deposit, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Joint Release Instruction, disburse the Escrow Deposit in accordance with such Joint Release Instruction.

(ii) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the Person or Persons (an "Authorized Representative") set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent attached to an e-mail received on a Business Day from an e-mail address set forth in Section 11 (with receipt by the Escrow Agent confirmed). In the event a Joint Release Instruction or Final Determination is delivered to the Escrow Agent in accordance with this Agreement, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the Person or Persons designated in Exhibit A-1 and Exhibit A-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not reasonably satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved to the reasonable satisfaction of the Escrow Agent. The Persons and telephone numbers for call backs may be changed only in a writing, executed by an Authorized Representative and actually received and acknowledged by the Escrow Agent in accordance with Section 11.

(b) Final Determination. If at any time any of the Parties receives a Final Determination, such Party shall concurrently deliver to the Escrow Agent and the other Party a copy of such Final Determination, and then upon receipt by the Escrow Agent of a copy of such Final Determination from any Party, the Escrow Agent shall (i) promptly deliver a courtesy copy of such Final Determination to the other Parties and (ii) on the fifth (5th) Business Day following receipt by the Escrow Agent of the Final Determination, disburse as directed, part or all, as the case may be, of the Escrow Deposit (but only to the extent such funds are available in the Escrow Account) in accordance with such Final Determination. Subject to the terms of this Section 4(b), the Escrow Agent will act on such Final Determination without further inquiry.

(c) Method of Payment. All payments of any part of the Escrow Deposit shall be made by wire transfer of immediately available funds as set forth in the Joint Release Instruction or Final Determination, as applicable.

(d) Certain Definitions.

(i) "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by Law to be closed in New York, New York.

(ii) "Final Determination" means a final non-appealable order of any court of competent jurisdiction which may be issued with respect to the ownership or disbursement of Escrow

Deposit, together with (A) a certificate executed by an Authorized Representative of the prevailing Party (as between Buyer and Seller Representative) to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions executed by an Authorized Representative of the prevailing Party to effectuate such order.

(iii) “Governmental Entity” means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial or regulatory or administrative functions of or pertaining to government, including any court, arbitrator or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

(iv) “Joint Release Instruction” means the joint written instruction executed by an Authorized Representative of each of Buyer and Seller Representative, which is executed by Buyer and Seller Representative, to the Escrow Agent directing the Escrow Agent to disburse all or a portion of the Escrow Deposit, as applicable.

(v) “Person” means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall give the property held in escrow by it hereunder the same degree of care that it gives its own similar property, which in no event shall be less than the standard of care reasonably expected of a professional escrow agent. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, other than for purposes of the defined terms used but not defined herein, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement will control the actions of Escrow Agent. The Escrow Agent may rely upon and shall not be liable in the absence of its fraud, gross negligence or willful misconduct for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and reasonably believed by it to be genuine and to have been signed by the proper Party or Parties. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent authorized signers’ forms in the form of **Exhibit A-1** and **Exhibit A-2** attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Deposit. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be (a) delivered a Joint Release Instruction that eliminates such conflict or (b) directed otherwise in a Final Determination. The Escrow Agent may after 30 days’ notice to each Party of its intention to do so interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions of, or its duties under, this Agreement. The Escrow Agent shall have no liability or

obligation with respect to the Escrow Deposit except for the Escrow Agent's fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable, directly or indirectly, for any (a) damages, losses or expenses arising out of the services provided under this Agreement, other than damages, losses or expenses which result from the Escrow Agent's fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction or (b) special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving 30 calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by Buyer and Seller Representative acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's line of business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such 30 day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Deposit (without any obligation to reinvest the same) and to deliver the same (x) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (y) as set forth in a Joint Release Instruction, at which time of delivery the Escrow Agent's obligations under this Agreement shall cease and terminate or (z) in accordance with the directions of a Final Determination, at which time of delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow agent prior to the expiration of 30 calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement and shall be borne by the Parties one half by Buyer and one half by Seller Representative.

8. Indemnity. Each of Buyer and Seller Representative (on behalf of itself and BJC) agrees to jointly and severally indemnify the Escrow Agent and its Affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable and documented fees and expenses of one outside counsel and experts and their staffs and reasonable and documented out-of-pocket expenses of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with: (a) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of an Indemnatee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any such Indemnatee or (b) its following any Joint Release Instruction or other proper directions from the Parties received in accordance with this Agreement, except to the extent that its following any such instruction or direction is not permitted under

the terms hereof or applicable Law. Notwithstanding anything to the contrary herein, Buyer and Seller Representative (on behalf of itself and BJC) agree, solely as between themselves, that any obligation for indemnification under this Section 8 shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Seller Representative. The provisions of this Section 8 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement for a period of 12 months following such resignation or removal of the Escrow Agent or termination of this Agreement, as applicable. The obligations of Sellers under this Section 8 shall be several and not joint.

9. Tax Matters. The Escrow Agent, its Affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its Affiliates. This Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with Buyer and Seller Representative that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Deposit to anyone except pursuant (a) to the express terms of this Agreement or (b) as otherwise required by Law (*provided*, that in the case of clause (b), the Escrow Agent will provide the Parties with prior written notice of such delivery).

11. Notices. All notices, demands, requests, instructions, claims, consents, waivers and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment), received by email (with hard copy to follow) prior to 5:00 p.m. Eastern Time on a Business Day (or the next Business Day if after 5:00 p.m.), (b) on the next day if delivered by reputable overnight express courier (charges prepaid), or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to Buyer, Seller Representative and the Escrow Agent shall be sent to the addresses indicated below:

if to Seller Representative, then to:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375
Attn: John R. Bakht, General Counsel
Email: john.bakht@bjsservices.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

or, if to Buyer, then to:

TES Asset Acquisition, LLC
700 Louisiana Street, Suite 2700
Houston, Texas 77002
Attn: Charles S. Leykum
Kent Jamison
Email: charlie@cslenergy.com
kent@cslenergy.com

with a copy (which shall not constitute notice) to:

Winston & Strawn LLP
2121 N. Pearl Street, Suite 900
Dallas, Texas 75201
Attn: David Lange
Email: dlange@winston.com

or, if to the Escrow Agent, then to:

Citibank, N.A.
Attn: Rola Tseng-Pappalardo
Citi Private Bank
388 Greenwich Street, 29th Floor
Telephone.: 212-783-7030
Facsimile.: 212-783-7131
E-mail: rola.tsengpappalardo@citi.com

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Account in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of both Buyer and Seller Representative after which this Agreement shall be of no further force and effect except that the provisions of Section 8 and Section 20 hereof shall survive termination for the time period specified therein.

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the Parties and the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any Party, except as provided in Section 6 and Section 16, without the prior consent of the other Party and the Escrow Agent. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and the Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of the Chancery Court of the State of Delaware or the Federal District Court for the District of Delaware. EACH PARTY AND THE ESCROW AGENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES AND/OR THE ESCROW AGENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIPS ESTABLISHING AMONG THE PARTIES HEREUNDER. THE PARTIES AND THE ESCROW AGENT FURTHER WARRANT AND REPRESENT THAT

EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. This Agreement and any Joint Release Instruction may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties and the Escrow Agent to this Agreement may be transmitted by electronic transmission in .pdf and such .pdf will, for all purposes, be deemed to be the original signature of such Party and the Escrow Agent whose signature it reproduces, and will be binding upon such Party and the Escrow Agent. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable Laws and regulations. Where, however, the conflicting provisions of any such applicable Law may be waived, they are hereby irrevocably waived by the Parties and the Escrow Agent to the fullest extent permitted by Law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8, nothing in this Agreement, whether express or implied, shall be construed to give to any Person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder. Buyer and Seller Representative agree, solely as between themselves, that, notwithstanding anything to the contrary contained in this Agreement or in any other agreement, in the event of any conflict or inconsistency between the terms of this Agreement (on the one hand) and the Purchase Agreement (on the other hand), the terms of the Purchase Agreement shall govern.

14. Compliance with Court Orders. In the event that any Escrow Deposit shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, *provided, however*, the Escrow Agent shall immediately notify each of the Parties, to the extent legally permissible, of any such writ, order or decree as well as the course of action the Escrow Agent intends to take upon the advice of its legal counsel. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. From and after the date of this Agreement, as requested by any Party or the Escrow Agent but without further consideration, each Party and the Escrow Agent shall execute and deliver or cause to be executed and delivered any such further information, instruments and documents as the other Party or the Escrow Agent, as applicable, shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure the other Party or the Escrow Agent the benefits hereof.

16. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and the Escrow Agent and their respective successors and assigns; *provided*, that except as expressly set forth below and expressly contemplated with regard to the Escrow Agent in Section 6, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party or the Escrow Agent (including by operation of Law) without the

prior written consent of the other Party and the Escrow Agent. Any attempted assignment not in accordance with the terms of this Section 16 shall be null and void *ab initio*.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future Law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

18. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds with the Escrow Agent pursuant to the terms and conditions of this Agreement. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

19. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions “Citibank” by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by a Party, or on such Party’s behalf, without the prior written consent of the Escrow Agent.

20. Confidentiality. Except as required by Law, Escrow Agent agrees to keep confidential, and to cause any of its Affiliates or agents to keep confidential and not to disclose any and all documents, materials, and any other non-public information which it shall have obtained regarding the Parties in connection with the execution and delivery of this Agreement and its performance of its duties and obligations hereunder. This Section 20 shall survive termination of this Agreement for a period of twelve (12) months after such termination.

* * * * *

IN WITNESS WHEREOF, each of the Parties and the Escrow Agent have executed this Agreement as of the date set forth above.

BUYER:

TES ASSET ACQUISITION, LLC

By: _____
Name:
Its:

SELLER REPRESENTATIVE:

BJ SERVICES, LLC

By: _____
Name:
Its:

ESCROW AGENT:

CITIBANK, N.A.

By: _____
Name:
Its:

Schedule 1

**ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent**

Acceptance Fee

To cover the acceptance of the Escrow Agent's appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived.

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the Escrow Account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Deposit being deposited in a "noninterest bearing deposit account", of Citibank, N.A., FDIC insured to the applicable limits.

Fee: Waived.

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived.

Transaction Fees

To oversee all required disbursements or release of property from the Escrow Account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived.

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this program is subject to internal approval of the third party depositing monies into the escrow account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

EXHIBIT A-1Certificate as to Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Buyer. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Deposit from the Escrow Account.

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT A-2Certificate as to Seller Representative's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller Representative and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Seller Representative. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Deposit from the Escrow Account.

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT B

Bidding Procedures for the Sale of the Debtors' Fracking Equipment and Intellectual Property

See attached.

**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) (Emergency Hearing Requested)

**BIDDING PROCEDURES FOR THE
SALE OF THE DEBTORS' FRACKING
EQUIPMENT AND INTELLECTUAL PROPERTY**

On July 20, 2020, BJ Services, LLC and certain of its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). On July 24, the Debtors filed the *Debtors’ Emergency Motion for Entry of an Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors’ Fracking Equipment and Intellectual Property, (II) Scheduling an Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the “Bidding Procedures Motion”), seeking approval of, among other things, the procedures to determine the highest or otherwise best offer for the sale (the “Sale” or “Transaction”) of the Debtors’ right, title, and interest in certain vendor contracts and intellectual property related to the Debtors’ next-generation fracturing pump platform referred to as TITAN™ (the “Titan Assets”), certain of the Debtors’ other intellectual property assets (including the “BJ Services” name) (the “Intellectual Property”), and certain machinery and equipment (the “M&E Assets,” and together with the Intellectual Property and Titan Assets, the “Assets”).²

On July 24, 2020, BJ Services, LLC (“BJS”) and BJ Services Holdings Canada, ULC (together with BJS, each a “Seller” and collectively the “Sellers”) entered into that certain asset purchase agreement (the “Stalking Horse Agreement”) with TES Asset Acquisition, LLC

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 The Transaction may be structured as an asset sale, equity sale, plan of reorganization, or otherwise, as determined by the Debtors in consultation with the Winning Bidder (as defined below).

(the “Stalking Horse Bidder”), pursuant to which, among other things, the Stalking Horse Bidder proposed to purchase, acquire, and/or take assignment and delivery of the Purchased Assets.³

On [●], 2020, the Bankruptcy Court entered an *Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors’ Fracking Equipment and Intellectual Property, (II) Scheduling an Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the “Bidding Procedures Order,” and the procedures contemplated herein, the “Bidding Procedures”). Pursuant to the Bidding Procedures, the Debtors are authorized to select the Stalking Horse Bidder (as defined below) and after announcing the Stalking Horse Bidder, if any, solicit further Bids (as defined below) culminating in an auction intended to obtain a higher or otherwise better Bid for the Transaction (the “Auction”).

Key Dates

The key dates for the Sale are as follows. Such dates may be extended or otherwise modified by the Debtors.

Date	Event
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders Deadline	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
File Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Objection Deadline	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	No later than August 14, 2020

Sale Process

I. Participation Requirements.

To receive due diligence information, including full access to the Debtors’ electronic data room and to additional non-public information regarding the Debtors, a party interested in

³ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stalking Horse Agreement.

consummating the Transaction (each, a “Potential Bidder”) must deliver to Simmons, the following documents (the “Preliminary Bid Documents”):

- (a) an executed Confidentiality Agreement on terms reasonably acceptable to the Debtors, to the extent not already executed; and
- (b) if requested, proof or other documentation acceptable to the Debtors, after consultation with the Consultation Parties (as defined below), of the Potential Bidder’s financial capacity to close a proposed Transaction and provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such Potential Bidder pursuant to section 365 of the Bankruptcy Code, in connection with the Transaction.

The Debtors and their advisors will coordinate all reasonable requests from Potential Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Potential Bidders who, at such time and in the Debtors’ business judgment, after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the Transaction.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors, the official committee of unsecured creditors (the “Committee”), if any, or their respective advisors regarding such Potential Bidder and its contemplated Transaction.

Stalking Horse Bid

On July 24, 2020, the Debtors entered into the Stalking Horse Agreement with the Stalking Horse Bidder, pursuant to which, among other things: the Stalking Horse Bidder proposed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims encumbrances and other interests (except as provided in the Stalking Horse Agreement), the Assets, and certain executory contracts and unexpired leases and designation rights related thereto, and (b) assume the assumed liabilities (as defined in the Stalking Horse Agreement) (collectively the “Stalking Horse Agreement”) on the terms set forth in the Stalking Horse Purchase Agreement, subject to higher or better bids.

Process for Additional Qualified Bids and Auction

The Debtors will solicit further Bids intended to obtain a higher or otherwise best Bid for the Transaction.

A. Bid Deadline.

A Potential Bidder that desires to make a proposal, solicitation, or offer (each, a “Bid”) shall transmit such proposal, solicitation, or offer via email (in .pdf or similar format) so as to be

actually received on or before **August 10, 2020, at 11:59 p.m. (prevailing Central Time)** (the “**Bid Deadline**”) to:

- (i) Simmons, 609 Main Street, Suite 3800, Houston, Texas 77002, Attn: Sanjiv Shah (sanjiv.shah@simmonspsc.com); Tim McEuen (Tim.McEuen@simmonspsc.com); Steve Erzinger (Steve.Erzinger@simmonspsc.com), and Kirby Stockard (Kirby.Stockard@simmonspsc.com);
- (ii) Kirkland & Ellis LLP, 601 Lexington Ave New York, New York 10022, Attn: Joshua A. Sussberg (jsussberg@kirkland.com) and Christopher T. Greco (cgreco@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha Lawrence (samantha.lawrence@kirkland.com) and Josh M. Altman (josh.altman@kirkland.com); and
- (iii) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn: Jason S. Brookner (brookner@grayreed.com), Paul D. Moak (pmoak@grayreed.com), and Amber M. Carson (acarson@grayreed.com).

B. Bid Requirements.

Each Bid by a Potential Bidder must be submitted in writing and satisfy the following requirements (collectively, the “**Bid Requirements**”):

- (i) **Purpose.** Each Potential Bidder must state that the Bid is an offer to purchase certain of the Assets and state which assets with specificity.
- (ii) **Purchase Price.** Each Bid must clearly set forth the terms of any proposed Transaction, including and identifying separately any cash and non-cash components of the proposed Transaction consideration (the “**Purchase Price**”) and allocating the Purchase Price among the assets.
- (iii) **Deposit.** Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the proposed Purchase Price of the Bid to be held in a separate account for the benefit of the Debtors (the “**Deposit**”).
- (iv) **Marked Agreement.** Each Bid must include a signed asset purchase agreement, together with all exhibits and schedules thereto, the form of which will be provided to any Potential Bidder before the Bid Deadline, along with a redline version of such agreement relative to the Stalking Horse Agreement, attached hereto as **Exhibit B**, pursuant to which the Qualified Bidder proposes to effectuate the Transaction (collectively, the “**Transaction Documents**”).
- (v) **Committed Financing.** To the extent that a Bid is not accompanied by evidence of the Potential Bidder’s capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors’ satisfaction after consultation with the Consultation Parties that

demonstrates that the Potential Bidder has received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals.

- (vi) **Contingencies; No Financing or Diligence Outs.** A Potential Bidder's Bid cannot contain any financing, diligence or other contingencies of any nature not included in the Stalking Horse Agreement.
- (vii) **Binding and Irrevocable.** An Acceptable Bidder's Bid must be irrevocable unless and until the Debtors accept a higher Bid and such Acceptable Bidder is not selected as the Backup Bidder (as defined below).
- (viii) **Identity.** Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Potential Bidder if such Potential Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Each Bid should also include contact information for the specific person(s), counsel, and other advisor whom Simmons and Kirkland & Ellis LLP should contact regarding such Bid.
- (ix) **Adequate Assurance Information.** Each Bid must be accompanied by sufficient and adequate financial and other information to demonstrate, to the satisfaction of the Debtors, that such Potential Bidder (a) has the financial wherewithal and ability to consummate the Transaction designated in the applicable purchase agreement, and (b) can provide adequate assurance of future performance in connection the Transaction.
- (x) **Authorization.** Each Bid must contain evidence acceptable to the Debtors that the Potential Bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid, execution, and delivery of the Transaction Documents, and the consummation of the Transaction contemplated in such Bid.
- (xi) **No Fees.** Each Potential Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.
- (xii) **Time Frame for Closing.** A Bid by a Potential Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors.

- (xiii) **Adherence to Bidding Procedures.** By submitting its Bid, each Potential Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

C. Minimum Value.

The Bid must provide for a (i) a cash Purchase Price equal to: (a) the Purchase Price set forth in the Stalking Horse Bid, plus (b) \$500,000 (the “Minimum Value”).

D. Designation of Qualified Bidders.

A Bid will be considered a “Qualified Bid,” and each Potential Bidder that submits a Qualified Bid will be considered a “Qualified Bidder,” if the Debtors, after consultation with the Consultation Parties, determine that such Bid:

- (i) satisfies the Bid Requirements set forth above;
- (ii) provides a Purchase Price that exceeds the Minimum Value; and
- (iii) is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors and the Committee.

The Debtors will notify each Qualified Bidder and the Stalking Horse Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties a copy of each Qualified Bid by the Notice of Qualified Bidders Deadline. At such time, the Debtors shall also distribute copies of the Qualified Bids to the Stalking Horse Bidder and each Qualified Bidder.

If any Bid is determined by the Debtors not to be a Qualified Bid, the Potential Bidder shall be notified by the Debtors, and shall have until **the start of the Auction** to modify its Bid to increase the Purchase Price or otherwise improve the terms of the Bid for the Debtors; *provided* that any Qualified Bid may be improved at the Auction as set forth herein.

Between the date the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase their Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; and *in addition*, any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right to work with (a) Potential Bidders and Potential Bidders to aggregate two or more Bids into a single

consolidated Bid or (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction. The Debtors reserve the right to cooperate with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders shall be treated as a single Qualified Bidder for purposes of the Auction).

The Stalking Horse Bidder shall be deemed to be a Qualified Bidder, the Stalking Horse Bid shall be deemed a Qualified Bid, and the Stalking Horse Bidder may participate in the Auction with respect to the Assets.

E. No Qualified Bids.

If the Debtors have received no Qualified Bids other than a Stalking Horse Bid as of the Bid Deadline, then the Auction will not occur and the Stalking Horse Bidder will be deemed the Winning Bid (as defined below). The Debtors reserve all rights to extend the Bid Deadline to such later date that the Debtors believe is necessary, in their sole discretion, to obtain additional Qualified Bids.

F. The Auction.

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors will conduct the Auction to determine the Winning Bidder with respect to the Transaction.

Prior to the Auction, the Debtors and their advisors will notify all Qualified Bidders and the Stalking Horse Bidder of the highest or otherwise best Qualified Bid, as determined in the Debtors' business judgment (the "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid to all Qualified Bidders, the Stalking Horse Bidder, the Committee, if any, and the Notice Parties. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Winning Bid shall take into account any factors the Debtors, after consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things: (a) the number, type, and nature of any changes to the Stalking Horse Agreement requested by the Qualified Bidder; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close the Transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the Transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; and (f) impact to vendors, landlords, and employees (collectively, the "Bid Assessment Criteria").

The Auction shall take place at **a time to be determined no later than August 12, 2020**, by remote video as will be indicated in the Auction Notice, or such later date and time or location as selected by the Debtors after consultation with the Consultation Parties. The Auction shall be conducted in a timely fashion according to the following procedures:

- (i) The Debtors and their professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction.
- (ii) Only Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Consultation Parties, and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, only Qualified Bidders shall be entitled to bid at the Auction.
- (iii) **Terms of Overbids.** “Overbid” means any Bid made at the Auction by a Qualified Bidder subsequent to the Debtors’ announcement of the Baseline Bid, including any by the Stalking Horse Bidder. Each Overbid must comply with the following conditions:
 - (a) **Minimum Overbid Increment.** Any Overbid following the Baseline Bid or following any subsequent Prevailing Highest Bid (as defined below) shall be in increments of \$500,000, unless otherwise determined by the Debtors in an exercise of their business judgment (the “Overbid Increment”).
 - (b) **Conclusion of Each Overbid Round.** Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the “Overbid Round Deadline”) by which time any Overbids must be submitted to the Debtors.
 - (c) **Overbid Alterations.** An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors’ estates than any prior Qualified Bid or Overbid, as determined in the Debtors’ business judgment after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures.
 - (d) **Announcing Highest Bid.** Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified an Overbid as being higher or otherwise better than the Baseline Bid, in the initial Overbid Round, or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the “Prevailing Highest Bid”). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to

such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria. For the avoidance of doubt, the Prevailing Highest Bid may be multiple Qualified Bids if, in the Debtors business judgment, such bids, taken together, are the highest or otherwise best Bid.

- (iv) **Consideration of Overbids.** The Debtors reserve the right, in their business judgment, after consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things (i) facilitate discussions between the Debtors and Potential Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.
- (v) **Closing the Auction.** The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their business judgment, after consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid. Such Qualified Bid shall be declared the winning bid (the “Winning Bid”) and such Qualified Bidder, the winning bidder (the “Winning Bidder”), at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of the Winning Bid is conditioned upon approval by the Court of the Winning Bid. For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors from exercising their respective fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Winning Bid, and, as applicable, cause such definitive documentation to be filed with the Court.
- (vi) **No Collusion; Good-Faith Bona Fide Offer.** Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Winning Bidder.

G. Backup Bidder.

- (i) Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the Auction, as determined by the Debtors in the exercise of their business judgment, after consultation with the Consultation Parties, shall be required to serve as a backup bidder (the “Backup Bidder”) until such time that the Transaction is consummated upon entry of an order approving the Sale under section 363 of the Bankruptcy Code, and each Qualified Bidder shall

agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

- (ii) The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Winning Bidder. The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until such time that the Transaction is consummated upon entry of an order approving the Transaction under section 363 of the Bankruptcy Code. The Backup Bidder's Deposit shall be held in a separate account pending approval of the Transaction by court order.
- (iii) If the Winning Bidder fails to consummate the approved Transaction contemplated by its Winning Bid, the Debtors may select the Backup Bidder as the Winning Bidder, and such Backup Bidder shall be deemed a Winning Bidder for all purposes. The Debtors will be authorized, but not required, to consummate the Transaction contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Winning Bidder's Deposit shall be forfeited to the Debtors' estates, and the Debtors, on behalf of themselves and their estates, specifically reserve the right to seek all available remedies against the defaulting Winning Bidder, including, but not limited to, specific performance.

H. Notice and Consultation Parties.

Information must be provided to the following under these Bidding Procedures (the "Notice Parties"): (a) counsel to JPMorgan Chase Bank, N.A., in its capacity as agent under the Debtors' prepetition ABL credit agreement (the "Prepetition ABL Agent"), (b) counsel to GACP Finance Co., LLC, in its capacity as agent under the Debtors' prepetition equipment term loan (the "Prepetition Equipment Term Loan Agent"), (c) counsel to CLMG Corp., in its capacity as agent under the Debtors' prepetition real estate term loan (the "Prepetition Real Estate Term Loan Agent" and together with the Prepetition ABL Agent and Prepetition Term Loan Agent, the "Agents"), (d) counsel to the Committee, and (e) the United States Trustee for the Southern District of Texas.

The term "Consultation Parties" as used in these Bidding Procedures shall mean: (a) counsel to Prepetition ABL Agent, (b) counsel to Prepetition Equipment Term Loan Agent, and (c) counsel to any Committee, if any. To the extent that any party that would otherwise be a Consultation Party has not fully and irrevocably waived its right to submit a Bid, it shall not be a Consultation Party.

I. "As Is, Where Is."

Consummation of any Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates,

except as specifically accepted or agreed to by the Debtors. Except as specifically accepted or agreed to by the Debtors, all of the Debtors' right, title, and interest in and to the Assets will be transferred to the Winning Bidder pursuant to section 363(b) of the Bankruptcy Code.

By submitting a Bid, each Potential Bidder will be deemed to acknowledge and represent that it (i) has had an opportunity to conduct adequate due diligence regarding the Transaction prior to making its Bid, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Transaction or the completeness of any information provided in connection therewith or the Auction, except the representations and warranties as expressly stated in the Potential Bidder's Transaction Documents; and (iv) the Potential Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid.

J. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their business judgment, in consultation with the Consultation Parties, in any manner that will best promote the goals of these Bidding Procedures, or impose, at or prior to the Auction, additional customary terms and conditions on the Transaction, including: (a) extending the bid deadline set forth in these Bidding Procedures; (b) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids. Nothing in these Bidding Procedures shall abrogate the fiduciary duties of the Debtors. Notwithstanding anything to the contrary herein, the Debtors, in consultation with the Consultation Parties, may elect to consummate the Transaction through a chapter 11 plan as opposed to under section 363(b) of the Bankruptcy Code.

K. Consent to Jurisdiction.

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures.

L. Approval of Winning Bid Hearing.

A hearing to consider the Transaction under section 363 of the Bankruptcy Code (the "Sale Hearing") pursuant to which the Debtors and the Winning Bidder intend to consummate the Transaction contemplated by the Winning Bid will be held **no later than August 14, 2020** and otherwise in accordance with any scheduling order entered by the Court.

The Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Hearing. No further notice of any such continuance will be required to be provided to any party.

M. Return of Deposit.

The Deposit of the Winning Bidder shall be applied to the Purchase Price of such Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more separate accounts on terms acceptable to the Debtors and shall be returned (other than with respect to the Winning Bidder and the Backup Bidder) on the date that is three business days after the Auction.

If a Winning Bidder fails to consummate a proposed Transaction because of a breach by such Winning Bidder, the Debtors will not have any obligation to return the Deposit deposited by such Winning Bidder, which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates, and the Debtors shall be free to consummate the proposed Transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court.

N. No Modification of Bidding Procedures.

These Bidding Procedures may not be modified except in accordance with Section J of these Bidding Procedures.

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (this “Amendment”) is made to be effective as of the [___] day of August, 2020, by and among **BJ Services, LLC**, a Delaware limited liability company (“BJS”), **BJ Services Holdings Canada ULC**, a British Columbia unlimited liability company (“BJC”, and together with BJS, each a “Seller” and collectively, “Sellers”), and **TES Asset Acquisition, LLC**, a Delaware limited liability company (“Purchaser” and together with Sellers, collectively, the “Parties”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement by and among the Parties and dated as of July 24, 2020 (the “Agreement”).

RECITALS:

WHEREAS, the Parties entered into the Agreement on July 24, 2020; and

WHEREAS, in accordance with Section 7.10 of the Agreement, the Parties desire to amend the Agreement as provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Section 2.1(b) is hereby amended and restated in its entirety to read as follows:

“(i) the intellectual property rights, the “Inventory” and the “Additional Specified Inventory” set forth on Schedule 1, (ii) the Assumed Contracts listed on Schedule 2, and (iii) the know-how, trade secrets and other unregistered intellectual property rights (including source code) owned by Sellers (expressly excluding trademarks, domain names, and patents) that exclusively relate to the items listed in Schedule 1 and Schedule 2 (the assets described in clauses (i) through (iii), collectively, the “Specified Assets”);”

2. Section 2.1(c) is hereby amended and restated in its entirety to read as follows:

“the M&E fleets set forth on Schedule 1 hereto and all other Equipment directly and specifically related thereto, the “Additional M&E Assets” set forth on Schedule 1, the “IT Assets” set forth on Schedule 1, the “Radioactive Densitometers” set forth on Schedule 1 and the “Additional Specified Assets” set forth on Schedule 1 (collectively, the “M&E Assets”); and”

3. The first sentence of Section 2.3 is hereby amended and restated in its entirety to read as follows:

“In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Sellers to Purchaser, in addition to the Purchaser’s payment of the Cure Costs and the Jobs in Progress Costs, Purchaser shall pay to BJS a total purchase price in the total amount of Thirty-Two Million Dollars (USD \$32,000,000) (the “Purchase Price”), of which Twelve Million Dollars (USD \$12,000,000) shall be deemed to be in

consideration for the Specified Assets, the Assumed Contracts and the visa-related rights (the “Specified Consideration”) and Twenty Million Dollars (USD \$20,000,000) of which shall be deemed to be in consideration for the M&E Assets (the “M&E Consideration”).”

4. The reference to “ten percent (10%) of the Purchase Price” in Section 2.4(a) is hereby amended to read “Three Million Dollars (\$3,000,000)”.

5. The following is hereby added as a new subsection (d) in Section 3.3 (with the “and” at the end of Section 3.3(b) deemed deleted and the period at the end of Section 3.3(c) deemed replaced with “; and”):

“a transition services agreement in a form mutually and reasonably agreed between Purchaser and Sellers, duly executed by BJS and containing the following terms (or such other terms as may be mutually agreed to by Purchaser and Sellers), and subject in all respects to any limitations imposed by the Bankruptcy Case, Sellers’ liquidity and financing limitations and limitations imposed by or naturally incurring as a result of Sellers’ wind-down (the “Transition Services Agreement”):

- (i) the provision by Sellers to Purchaser of certain services, including, without limitation, (A) the continued employment by Sellers of the employees that primarily service the Purchased Assets, (B) the provision of access to Purchaser of software used in the operation of the Purchased Assets and (C) the usage of Sellers’ payment systems and bank accounts for the operation of the Purchased Assets;
- (ii) a term for such services of thirty (30) days following Closing (or such longer periods as are reasonably necessary to transition such services to Purchaser and mutually agreed by the Parties), provided that Purchaser may terminate each such service prior to the expiration date to the extent such service is no longer needed;
- (iii) an indemnity by Purchaser in favor of Sellers related to the provision of the services under the Transition Services Agreement; and
- (iv) pricing for such services of cost plus fifteen percent (15%), with costs to be prepaid on at least a biweekly basis based on estimate supplied by Sellers (with a reconciliation mechanism at the end of the service term).”

6. The following is hereby added as a new subsection (d) in Section 3.4 (with the “and” at the end of Section 3.4(b) deemed deleted and the period at the end of Section 3.4(c) deemed replaced with “; and”):

“the Transition Services Agreement duly executed by Purchaser.”

7. The following is hereby added as a new Section 4.10:

“Transition Services Agreement. The Parties shall negotiate the Transition Services Agreement in a commercially reasonable manner and in good faith.”

8. The references to “August 14, 2020” in subsection (iii) of Section 7.1(b), subsection (vi) of Section 7.1(c) and Section 4.4 is hereby amended to read “August 21, 2020”.

9. The following is hereby added as a new subsection (v) in Section 7.1(b):

“the bid deadline is extended beyond 11:59 p.m. Eastern Time on August 17, 2020 (or such other date as is mutually agreed to by the Parties in writing, email being sufficient);”

10. The following is hereby added as a new subsection (vi) in Section 7.1(b):

“the Auction does not occur on or before August 19, 2020 (or such other date as is mutually agreed to by the Parties in writing, email being sufficient);”

11. Schedule 1 of the Agreement is amended by deleting Schedule 1 in its entirety and replacing it with Schedule 1 attached hereto.

12. A new Exhibit C is hereby added to the Agreement in the form of Exhibit C hereto.

13. Except as expressly provided herein, the terms of the Agreement shall remain in full force and effect without modification and are hereby ratified and affirmed. Upon the effectiveness of this Amendment, each reference in the Agreement and each reference in the Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of similar import shall mean and be a reference to the Agreement as modified by this Amendment. This Amendment shall be governed by all provisions of the Agreement, unless the context otherwise requires, including all provisions concerning enforcement, notices, governing law and venue. Any conflict between the provisions of this Amendment and the Agreement shall be controlled by the provisions of this Amendment.

14. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument. This Amendment may be executed by facsimile, pdf or other electronic signature, which shall be valid for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

PURCHASER

TES ASSET ACQUISITION, LLC

By: _____
Name: Charles S. Leykum
Its: Manager

SELLERS

BJ SERVICES, LLC

By: _____
Name:
Its:

BJ SERVICES HOLDINGS CANADA ULC

By: _____
Name:
Its:

SCHEDULE 1**Purchased Assets**

M&E Assets

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2011	Active	1P9CP4026BB343698
Frac Blender	Trailer	BLENDER, TM 125 E MkII	Kalyn	2007	Active	5DDKM362871003073
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL - MkII	Pratt	2012	Active	1P9CP4023CB343112
Frac Blender	Trailer	BLENDER 125 E EXT - MkII	Kalyn	2009	Active	5DDKM393791004536
Frac Blender	Trailer	BLENDER 125 E EXT - MkII	PRAT	2009	Down	1P9CP40269B343100
Frac Blender	Trailer	125EX FRAC BLENDER W/16BBL MIXING TUB - MkII	PRAT	2012	Active	1P9CP4021CB343092
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2007	Idle	5DDKM362371002848
Frac Blender	Trailer	BLENDER TM 125 E - MkII	Kalyn	2008	Active	5DDKM362281003734
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	PRATT INDUSTRIES, INC.	2010	Active	1P9CP4024AB343133
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	Pratt	2010	Active	1P9CP4020AB343212
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2010	Active	1P9CP4022AB343213
Frac Blender	Trailer	BLENDER 125 E EXT MKII	PRATT INDUSTRIES, INC.	2011	Active	1P9CP4024BB343697
Frac Blender	Trailer	125 EX FRAC BLENDER W.16 BBL MIX TUB - MkII	Pratt	2012	Active	1P9CP4027CB343114
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2007	Active	5DDKE452571002760
Chem Add	Trailer	CHEM INJ TRAILER ENCLOSED	Peerless	2005	Active	2PLC040205BJ11997
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2005	Active	5DDKM452051001919
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2007	Active	5DDKE452771002761
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2006	Active	5DDKE452761002452
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2006	Active	5DDKM362461002422
Chem Add	Trailer	CHEM ADD TM UNIT	Kalyn	2007	Active	5DDKM452X71003129
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042347GJ13179
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042397BH13177
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042307BH13178
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042367BK13183

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Chem Add	Trailer	Chem Add	Pratt	2013	Idle	1P9CP4527DB343270
Data Van	Body Load	FRAC VAN STV2600 ISC	Peterbilt	2011	Active	2NP3LN9XXBM129458
Data Van	Body Load	FRAC VAN STIM STV2600	Peterbilt	2013	Active	2NP3LN9X7DM172206
Data Van	Body Load	VAN,STIM STV2600	Peterbilt	2012	Active	2NP3LN9X1CM172202
Data Van	Body Load	FRAC VAN STV2600 ISC	Peterbilt	2012	Active	2NP3LN9X8CM137401
Data Van	Body Load	STC-2600 Datavan Fracturing	Kenworth	2007	Active	1NKCL40X07R932535
Data Van	Body Load	STV-2600 Hydra-Frac Data Van Truck	Kenworth	2007	Active	1NKCL40X37R932531
Data Van	Trailer	Trailer Mounted Data Van (DF-4)	Surefire Trailers	2011	Refurb	1V9SX4028BN062266
Data Van	Trailer	COMMAND CTR,TM 40FT 120VAC 60HZ	General	2014	Active	1G9U6FA2XEB460139
Hydration Unit	Trailer	L606 UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4322EB343388
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4322EB343391
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4324EB343487
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343396
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	PRAT	2014	Active	1P9CP4328EB343492
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	Pratt	2010	Active	1P9CP4026BB343182
Chem Add	Trailer	CHEM ADD TM UNIT	Pratt	2011	Active	1P9CP4528BB343484
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4328EB343489
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4324EB343392
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2010	Active	1W9UC4828AL216008
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2011	Active	1W9UC4828BL216009
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2010	Active	1W9UC4822AL216005
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2010	Active	1W9UC4828AL216011
Manifold	Trailer	Manifold Trailer MK II 4" 1502 10 Station	Worley	2011	Active	1W9UC4823BL216001
Line Transport	Trailer	LINE TRAILER 3" 1502	Kalyn	2009	Active	5DDKM402491004710
Line Transport	Trailer	4 1002 LINE TRAILER	Pratt	2012	Active	1P9CP4022CB343621
Line Transport	Trailer	TRAILER,LINE 4.0 1002	Pratt	2011	Active	1P9CP4023BB343439
Line Transport	Trailer	TRAILER,LINE 4.0 1002	Pratt	2012	Active	1P9CP4023CB343577
Line Transport	Trailer	4 1502 LINE TRAILER	Pratt	2011	Active	1P9CP4024BB343191
Line Transport	Trailer	TRAILER,LINE 3.0 1502	PRAT	2012	Active	1P9CP4027CB343467

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Line Transport	Trailer	TRAILER,LINE 3.0 1502	Pratt	2012	Active	1P9CP402XCB343012
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4435BB343825
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4431BB343823
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2011	Active	1P9CP4125BB343691
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343826
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Down	1P9CP443XCB343045
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2012	Active	1P9CP4431CB343046
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4439BB343827
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Active	1P9CP4433CB343047
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2012	Down	1P9CP4128CB343119
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2012	Active	1P9CP4127CB343676
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP443XDB343273
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP4435DB343276
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Active	1P9CP4433DB343275
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2013	Active	1P9CP4123DB343238
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP4437DB343280
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2013	Active	1P9CP4439DB343281
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Dragon	2014	Active	1UNSF4433EA093888
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343518
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343821
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP4436BB343101
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4434BB343100
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Active	1P9CP443XBB343103
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343102
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343097
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP443XBB343098
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Active	1P9CP4431BB343099
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt Industries	2011	Active	1P9C9443XBB343165
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Down	1P9CP4433BB343105

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP443XBB343822
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343169
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Rhino	2011	Active	1P9CP4435BB343168
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP4435BB343171
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Idle	1P9CP4439BB343173
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343172
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4436BB343177
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4431BB343104
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4433BB343167
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2007	Active	5DDKM443471003069
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443271003068
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Down	5DDKM443171003157
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443071003067
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443671003235
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Gorilla	2009	Active	1P9CP443X9B343166
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2009	Active	1P9CP44339B343171
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Down	1A9PF44331L448097
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Active	1A9PF44351L448098
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Active	1A9PF44371L448099
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440423513273
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440X23513276
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440123513277
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440323513278
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Down	13N24449233518915
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Active	13N24449133519103
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Down	13N24449833518918
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Active	13N24449733519266
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24430843522238
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24439143522239

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24439843522240
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Fontaine	2004	Active	4LF24439743523573
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Gorilla	2005	Active	5DDKE323751001548
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323751001582
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323751001596
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323X51001625
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Down	5DDKE323651001833
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE322051001897
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2006	Active	5DDKE323361002262
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2006	Active	5DDKE323061002459
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2006	Active	5DDKE323561002490
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323571002491
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323271002562
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2011	Active	1P9CP4129BB343112
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323671002905
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Down	5DDKM443671002974
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443071003019
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2007	Active	1P9CP40297B343136
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Rhino	2008	Active	5DDKM402281003554
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2007	Active	1P9CP40247B343142
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Stewart & Stevenson	2009	Active	2T9SASTC59D016485
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2009	Active	2T9SASTC5AD016491
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC7BD016779
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Down	2T9SASVC7BD016782
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC9BD016783
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Idle	2T9SASVC2BD016785
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC4BD016786
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC6BD016787
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVCXBD016789

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Idle	2T9SASVC6BD016790
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC1CD016957
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC5CD016959
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUCXCD016990
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC0CD016996
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC2CD016997
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC4CD016001
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Down	2T9SASUC6CD016002
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC0DD016191
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC6DD016194
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC4DD016226
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC6DD016227
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC3DD016251
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC5DD016252
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC7DD016253
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC3DD016265
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUCXDD016277
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC5DD016302
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Idle	2T9SASUC7DD016303
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Idle	2T9SASUC1CD016974
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC4DD016193
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC1DD016278
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUCXCD016973
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC4CD016967
Chem Transport	Trailer	TRANSPORT,BULK DRY 1350 FT3 3 CMPRT	Trail King	2014	Down	1TKP04527EW092558
Chem Transport	Trailer	TRANSPORT,BULK DRY 1350 FT3 3 CMPRT	Trail King	2014	Active	1TKP04525EW102570
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS54
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS60
Chem Add	Trailer	CHEM ADD TRL	Pratt	2012	Active	1P9CP4521CB343523

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343382
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS63
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS65
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS89
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Idle	PS87
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)			Active	PS104
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)			Active	PS105
Maintenance Truck	Tractor	Heavy Duty Vehicle	Ford	2006	Active	1FDAW57P46EA98718
Maintenance Truck	Tractor	Maintenance Truck	Ford	2011	Active	1FD0W5HT1BEC88834
Maintenance Truck	Tractor	2011 Peterbilt 337 4x2	Peterbilt	2011	Active	2NP2HN7X1BM124827
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2012	Active	1XPTD49X5CD137729
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166194
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X2DD166414
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2011	Active	1XPTD49X5BD117012
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2012	Active	1XPTD49XXCD163291
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X9DD166331
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166261
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X8DD183329
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X4DD183330
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X3BD117087
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2011	Active	1XPTD49X1BD117105
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X4BD117132
Tractor	Tractor	2011 Peterbilt 367 6x4	Peterbilt	2011	Active	1XPTD49X3BD117137
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X8BD123211
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X0BD123137
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X1DD166307
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166437
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X2DD166347
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X7DD166327

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X9DD183310
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD49X4BD117146
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X39D773510
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X7BD123200
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2012	Active	1XPTD40X7CD155162
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40XX8D739949
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X68D739950
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X18D739953
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X58D740118
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X08D740236
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X39D773507
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X29D773515
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Down	1XPTD40X49D773516
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X69D773517
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X8BD123156
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X7BD123231
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X79D773509
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2005	Active	1XPFD40X35D835737
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Down	1XPFD40X05D835811
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Active	1XPFD40X05D835808
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X87D656371
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X87D656239
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X77D730346
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Active	1XPFD40X85D835779
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2006	Active	1XPFD40X16D645601
Tractor	Tractor	TRACTOR HYD-II GORILLA	Peterbilt	2004	Active	1XPFDR9XX4D816990
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2012	Active	1XPTD49X7CD137747
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2005	Active	1XPFD49X95D835793
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49XX7D656293

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X17D730359
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X87D656292
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X86D656159
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X76D884203
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D645604
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2005	Active	1XPFD49X05D884168
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2012	Active	1XPTD49X5CD163246
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X37D656359
Tractor	Tractor	TRACTOR HYD 2	Peterbilt	2007	Active	1XPFD49X17D735884
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X86D884193
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X26D884254
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2013	Active	1XPTD49X4DD166267
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D656165
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X87D656275
Tractor	Tractor	2005 Peterbilt 378 6x4	Peterbilt	2005	Active	1XPFD49X85D865125
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2008	Active	1XPTD49X48D739884
Tractor	Tractor	2008 Peterbilt 367 6x4	Peterbilt	2008	Active	1XPTD49X68D739885
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X27D656367
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X46D884255
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X46D884207
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X96D646711
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D646705
Tractor	Tractor	Tractor, Hydraulic Wet Kit	Kenworth	2007	Active	1XKDD00X37R995905
Tractor	Tractor	TRACTOR HYD-III ISX	Peterbilt	2009	Active	1XPTD49X49D773373
Tractor	Tractor	TRACTOR HYDRAULIC 1 - GORILLA	Peterbilt	2013	Active	1XPTD40X1DD137788
Tractor	Tractor	Tractor hydraulic II	Peterbilt	2012	Active	1XPTD49X0CD137640
Tractor	Tractor	Tractor Hydraulic I Blender	Peterbilt	2012	Active	1XPTD49X5CD137634
Tractor	Tractor	Tractor Hydraulic I Dual pump	Peterbilt	2012	Active	1XPTD49X0CD137637
Tractor	Tractor	Tractor Hydrualic w/F016	Peterbilt	2011	Active	1XPTD40X0BD123202

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TR-16 Tractor with Wet Kit 230" WB	Kenworth	2007	Idle	1XKDD00X67R997535
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2008	Active	1XPTD49X58D740137
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2011	Active	1XPTD49X2BD116996
Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 232WB 378	Peterbilt	2012	Active	1XPTD49X6CD163241
Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 232WB 378	Peterbilt	2009	Active	1XPTD49X19D788932
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2013	Active	1XPTD49XXDD166161
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2009	Active	1XPTD49X19D773380
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2007	Active	1XPFD49X07D656190
Tractor	Tractor	2005 Peterbilt 378 6x4	Peterbilt	2005	Active	1XPFD49X15D835772
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2012	Active	1XPTD49X5CD163229
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2013	Active	1XPTD49X1DD166162
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X2DD166302
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2013	Active	1XPTD49X3DD183366
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2011	Active	1XPTD49X5BD123151
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2007	Active	1XPFD49X67D656341
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2009	Active	1XPTD49X09D773435
Tractor	Tractor	Tractor with wet kit	Western Star	2012	Active	5KJJALBG3CPBE2269
Tractor	Tractor	TRACTOR, GORILLA	Peterbilt	2013	Active	1XPTD40X0DD163329
Tractor	Tractor	TRACTOR, HYDRAULIC 1	Peterbilt	2013	Active	1XPTD49X3DD166132
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X0DD166136
Tractor	Tractor	Tractor Hyd I Falcon	Peterbilt	2013	Active	1XPTD49X1DD166159
Tractor	Tractor	Tractor Hyd I Falcon	Peterbilt	2013	Active	1XPTD49X8DD163341
Tractor	Tractor	TRACTOR,CONV HEAVY HAUL ISX 6X4 231WB	Peterbilt	2012	Active	1XPTD40X9CD163201
Tractor	Tractor	TRACTOR,CONV HEAVY HAUL ISX 6X4 231WB	Peterbilt	2013	Active	1XPTD40X7DD163327
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2013	Active	1XPTD49X0DD166234
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBU4689
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBU4675
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBU4680
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG6CPBU4683

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG8CPBU4684
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG5CPBU4688
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG3CPBU4690
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG5CPBU4691
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBU4694
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2011	Active	5KJJALBG8BPAZ6229
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG0CPBE2259
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG3CPBE2286
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG5CPBE2290
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBG8CPBE2297
Tractor	Tractor	TR-16 Tractor with Wet Kit 230IN WB	Kenworth	2007	Active	1XKDD00X17R997524
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB ISX 485 hp	Western Star	2012	Active	5KJJALBGXCPBE2298
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230"WB ISX 485 HP	Western Star	2012	Active	5KJJALBG6CPBU4697
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230"WB ISX 485 HP	Western Star	2012	Active	5KJJALBG2CPBU4700
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230"WB ISX 485 HP	Western Star	2012	Active	5KJJALBG4CPBU4701
Tractor	Tractor	TR-18 Wet Kit Tractor 230"WB DD15-475	Western Star	2010	Active	5KJJALDR3APAL1284
Tractor	Tractor	TR-16 Tractor with Wet Kit 230IN WB	Kenworth	2006	Active	1XKDD00X76R992682
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2006	Idle	1XKDD40X26R987526
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2006	Active	3WKDD40X06F986569
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2005	Active	1XKDD40X15R979786
Tractor	Tractor	TR-18 Tridem Wet Kit Tractor 260IN WB ISX	Western Star	2011	Active	5KJRALBG5BPAX2991
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD15-475	Western Star	2010	Active	5KJJALDRXAPAL1282
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD60 470 hp	Western Star	2008	Active	5KJJALCK48PY65298
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD60-470	Western Star	2007	Active	5KJJALCK77PZ24195
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB ISX 485 hp	Western Star	2011	Active	5KJJALBG2BPAY7929
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG4CPBE2264
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG2CPBE2277
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBE2276
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2011	Active	5KJJALBG4BPAZ6230

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBE2307
Tractor	Tractor	TRACTOR HYD I ISX	Peterbilt	2009	Active	1XPTD49X29D788910
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X7DD183323
Tractor	Tractor	2012 Western Star 4900SA Tri Drive Tractor	Western Star	2012	Down	5KJRALBG9CPBE2103
Tractor	Tractor	2012 Western Star 4900SA Tri Drive Tractor	Western Star	2012	Active	5KJRALBG5CPBE2101
Maintenance Truck	Tractor	TRUCK,CONV ISC 4X2 PB	Peterbilt	2008	Active	2NPLHN7X78M750590
Tractor	Tractor	TRUCK,XPORT DOTF DRY GEL METERING SKID	Peterbilt	2013	Active	2NP3LN9X3DM185812
Maintenance Truck	Tractor	TRUCK,CONV ISC 4X2 PB	Peterbilt	2012	Active	2NP2HN7X0CM137974
Chem Add	Trailer	Chem Add Trailer	Pratt	2011	Active	1P9CP4520BB343293
Chem Add	Trailer	TM CHEM ADD UNIT		2012	Active	1P9CP4520CB343724
Frac Blender	Trailer	125 EX FRAC BLENDER	Pratt	2011	Active	1P9CP4024BB343652
Frac Blender	Trailer	BLENDER 125 - E	Kalyn	2006	Active	5DDKM362X61002439
Frac Valve	Skid	T3 Co EPRV systems	T3		Active	PS66
Frac Valve	Skid	T3 Co EPRV systems	T3		Active	PS67
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM	Pratt	2014	Active	1P9CP4325EB343384

Specified IP Assets

Serial Number	Country	Prov / Non-Prov	Title	Summary	Filing Date	Patent Number	Grant Date	Expiry date	Status	Excluded IP Right?
2999968	Canada		Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring the operation of frac pumps and generating wear/failure alarms.	3/26/2018				Pending Published	
3010939	Canada		Baffle System for Flowing Particulates into a Frac Fluid Blender	Baffle system for introducing solid particulates into mixing tub of a blender unit.	7/10/2018				Pending Published	
3010947	Canada		Valve Body for Frac Pumps	Valve bodies having an elastomer seal positioned radially inward of metal valve seat.	7/10/2018				Pending Published	
16/946,079	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,971	United States	Provisional			9/13/2019				Pending	Yes
13/568,468	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling the Discharge of Material onto a Conveyor from a Dispenser		8/7/2012	9038865	5/26/2015	8/7/2032	Issued	
13/740,835	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling Material Discharged from a Conveyor		1/14/2013	9260253	2/16/2016	11/25/2032	Issued	
13/787,378	United States	Non-Prov.	Fracturing Pump Assembly and Method Thereof	Fluid end having primary and secondary hydraulic intensifiers driven by an electric motor.	3/6/2013	9322397	4/26/2016	3/1/2034	Issued	
13/868,526	United States	Non-Prov.	Apparatus and Methods for Providing Blended Natural Gas to at Least One Engine	Monitoring/controlling natural gas and methane flow lines to supply a blended hydrocarbon gas to an engine.	4/23/2013	9133779	9/15/2015	5/30/2033	Issued	
13/948,483	United States	Non-Prov.	Apparatus and Methods for Delivering a High Volume of Fluid into an Underground Well Bore from a Mobile Pumping Unit	Single electric motor drives two frac pumps through flex couplings to the pumps.	7/23/2013	9395049	7/19/2016	3/8/2034	Issued	
14/039,980	United States	Non-Prov.	Apparatus and Methods for Measuring and or Adjusting the Height of Material in the Bin of a Hopper Assembly		9/27/2013	9285260	3/15/2016	1/12/2033	Issued	
14/254,057	United States	Non-Prov.	Fixed Frequency High-	Electric control using	4/16/2014	9945365	4/17/2018	8/6/2036	Issued	Yes

			Pressure High Reliability Pump Drive	fixed phase and frequency.						
14/298,216	United States	Non-Prov.	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	6/6/2014	10008880	6/26/2018	1/26/2037	Issued	
14/458,068	United States	Non-Prov.	Reciprocating Pump Cavitation Detection and Avoidance	Monitoring fluid pressure and vibration to detect cavitation.	8/12/2014	9410546	8/9/2016	2/14/2035	Issued	
14/567,332	United States	Non-Prov.	Use of Long Chain Amines and Difunctional Compounds as Tracers		12/11/2014	9297252	3/29/2016	6/27/2034	Issued	
14/601,711	United States	Non-Prov.	Method and System for Automatically Adjusting one or More Operational Parameters in a Borehole	System for monitoring frac jobs by comparing real-time data to historical data.	1/21/2015	10036233	7/31/2018	11/1/2035	Issued	
14/661,397	United States	Non-Prov.	Well Screen-Out Prediction and Prevention	System for monitoring frac jobs by comparing real-time data to historical data.	3/18/2015	9803467	10/31/2017	5/10/2036	Issued	
14/871,641	United States	Non-Prov.	Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring valve wear conditions based on pump cycles.	9/30/2015	10317875	6/11/2019	12/15/2036	Issued	
15/149,957	United States	Non-Prov.	Identifying a Component Used in a Well Operation Using a Leaky Coaxial Antenna	Using a leaky coaxial antenna to identify well components at risk for failure.	5/9/2016				Pending Published	
62/704,567	United States	Provisional			5/15/2020				Pending	Yes
62/899,957	United States	Provisional			9/13/2019				Pending	Yes
62/704,565	United States	Provisional			5/15/2020				Pending	Yes
62/900,291	United States	Provisional			9/13/2019				Pending	Yes
15/929,768	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,395	United States	Provisional			5/8/2020				Pending	Yes
62/899,966	United States	Provisional			9/13/2019				Pending	Yes
16/026,236	United States	Non-Prov.	Fluid End for Frac Pump	Various improvements in the valve, block, packing, and damper of fluid ends - valve bodies having an elastomer seal positioned radially inward of metal valve seat elected.	7/3/2018				Pending Published	
16/026,254	United States	Non-Prov.	Blender for Frac Fluids	Various improvements in the drive train, fluid density measurement, manifold banks, vortex breakers and cooling systems for blender units.	7/3/2018				Pending Published	
16/111,407	United States	Non-Prov.	Far Field Diverter Material	Diverter mat'l for slickwater fluids having dissolvable particles and	8/24/2018				Pending Published	

				proppant.						
15/929,708	United States	Non-Prov.			5/18/2020				Pending	Yes
15/929,710	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,401	United States	Provisional			5/8/2020				Pending	Yes
62/900,100	United States	Provisional			9/13/2019				Pending	Yes
62/900,112	United States	Provisional			9/13/2019				Pending	Yes
16/946,082	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,951	United States	Provisional			9/13/2019				Pending	Yes
16/227,987	United States	Non-Prov.	Devices and Related Methods for Hydraulic Fracturing		12/20/2018				Published	Yes
62/704,560	United States	Provisional			5/15/2020				Pending	Yes
62/899,963	United States	Provisional			9/13/2019				Pending	Yes
15/929,924	United States	Non-Prov.			5/29/2020				Pending	Yes
62/705,055	United States	Provisional			6/9/2020				Pending	Yes
62/899,975	United States	Provisional			9/13/2019				Pending	Yes
16/745,724	United States	Reissue	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	1/17/2020					
16/850,787	United States	Reissue	Fixed Frequency High-Pressure High Reliability Pump Drive	Electric control using fixed phase and frequency.	4/16/2020					
62/705,358	United States	Provisional			6/23/2020				Pending	Yes
15/929,652	United States	Non-Prov.			5/14/2020				Pending	Yes
62/704,462	United States	Provisional			5/12/2020				Pending	Yes
62/704,476	United States	Provisional			5/12/2020				Pending	Yes
62/705,334	United States	Provisional			6/22/2020				Pending	Yes
15/929,770	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,539	United States	Provisional			5/14/2020				Pending	Yes
16/946,291	United States	Non-Prov.			6/15/2020				Pending	Yes
62/704,774	United States	Provisional			5/28/2020				Pending	Yes
62/704,987	United States	Provisional			6/5/2020				Pending	Yes
62/705,188	United States	Provisional			6/15/2020				Pending	Yes
16/946,171	United States	Non-Prov.			6/9/2020				Pending	Yes
62/704,981	United States	Provisional			6/5/2020				Pending	Yes
62/705,042	United States	Provisional			6/9/2020				Pending	Yes
15/929,715	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,556	United States	Provisional			5/15/2020				Pending	Yes
62/705,328	United States	Provisional			6/22/2020				Pending	Yes
62/705,354	United States	Provisional			6/23/2020				Pending	Yes
62/705,369	United States	Provisional			6/24/2020				Pending	Yes
62/705,357	United States	Provisional			6/23/2020				Pending	Yes
62/705,376	United States	Provisional			6/24/2020				Pending	Yes
62/705,332	United States	Provisional			6/22/2020				Pending	Yes
62/705,356	United States	Provisional			6/23/2020				Pending	Yes
62/705,375	United States	Provisional			6/24/2020				Pending	Yes
16/946,172	United States	Non-Prov.			6/9/2020				Pending	Yes
62/705,050	United States	Provisional			6/9/2020				Pending	Yes

62/705,850	United States				7/17/2020				Pending	Yes

Item	Description
Trademark	U.S. Application No. 88/977,897 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,898 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,899 filed December 10, 2019 Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,900 filed December 10, 2019 Awarded July 14, 2020

All trademarks (whether registered or unregistered) owned by Sellers and incorporating the name BJ, BJ Services or variations thereof (the “BJ Services Marks”).

Additional M&E Assets

Unique	Fixed Asset ID	Asset Type	Asset Type Group	Asset Name (FA)	Make (FA)	Year (FA)	FD-ServiceLineName (FA)	EAM Functional Location
ca011240054	1240054	4.NON-EAM	Lab Eq	WETABILITY TESTER - CAN05-103			10 - Fracturing	Clairmont
us011239601	1239601	4.NON-EAM	Lab Eq	Chandler 5550 Viscometer Syste			10 - Fracturing	Dickinson
us011239602	1239602	4.NON-EAM	Lab Eq	Chandler 5550 Viscometer Syste			10 - Fracturing	Dickinson
us011238343	1238343	4.NON-EAM	Lab Eq	Chandler Viscometers 5550-110			50-60-70 - Shared SL	Tomball
us011238344	1238344	4.NON-EAM	Lab Eq	Chandler Viscometers 5550-110			50-60-70 - Shared SL	Tomball
us011239106	1239106	4.NON-EAM	Lab Eq	Chandler 5550 Rheometers			50-60-70 - Shared SL	Tomball
us011239107	1239107	4.NON-EAM	Lab Eq	Chandler 5550 Rheometers			50-60-70 - Shared SL	Tomball
us01P241880	P241880	4.NON-EAM	Lab Eq	Flow Loop	Grace	2018	10 - Fracturing	Tomball

Inventory

U.S. Inventory

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
L322448-	ea	ENGINE,CUMMINS QSK60 3000HP	15000 -	150_3Party	Cummins	4	MAJOR	Engine	103643	CUMMINS

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
1RW		TIER2 FAN-FLYWHL RW	Tomball				COMPONENT			SOUTHERN PLAINS LLC
L68047-1RW	ea	ENGINE,DD 16V-4000 DECK FAN TO FLYWHEEL	15000 - Tomball	150_3Party	IndDiesel	2	MAJOR COMPONENT	Engine	10048505	INDUSTRIAL DIESEL MANUFACTURING
1001716	ea	FLUID END, QUINT, 4.0" PLUNGER HYBRID, 10" CTR, ICON, GEN II	30400 - San Antonio	304_HCC	FLOOR	4	SPARE PART	Fluid End	US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
L321538-1	ea	TRANSMISSION,CAT TH55-E70 FOR CUM QSK60 ENG	15000 - Tomball	150_Proj	ZC450	1	MAJOR COMPONENT	Transmission	10028370	B D HOLT CO
L87005-1RW	ea	ENGINE,CUMMINS QSK 50 W/O AIR COMPR RW	15000 - Tomball	150_Part	ZC100	1	MAJOR COMPONENT	Engine	103643	CUMMINS SOUTHERN PLAINS LLC
1001187	ea	PACKING, HARD, REDLINE, DP, 5" GD 3000, 430TLS4060	30300 - Shreveport	303_Part	WALL2@100	400	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1000547	ea	FLUID END ASSEMBLY,5.0" QUINT QEM3000 SPM W/O MANFIFOLD	30300 - Shreveport	303_Part	CAGE	2	MAJOR COMPONENT	Fluid End	101945	SPM FLOW CONTROL
1001168	ea	FLUID END ASSEMBLY, 4", QUINT GD QLF, SS, 315QLF2039	40100 - Yukon	401_Part	STIMFLOOR	2	MAJOR COMPONENT	Fluid End	10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L870918RW	ea	POWER END,PUMP LH DR 8.0 STRK SPM QWS2500	15000 - Tomball	150_Part	ZC390	2	MAJOR COMPONENT	Power End	US01-001723	FCX PERFORMANCE, INC
1001716	ea	FLUID END, QUINT, 4.0" PLUNGER HYBRID, 10" CTR, ICON, GEN II	30200 - Odessa	302_Part	PLSec03	2	SPARE PART	Fluid End	US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
10518409	ea	MANF,SUCT STAB CELL 6.0 INLET GD 3000 LP	30300 - Shreveport	303_Part	WEST FENCE	5	SPARE PART		120317	MATTCO MANUFACTURING INC
1000547	ea	FLUID END ASSEMBLY,5.0" QUINT QEM3000 SPM W/O MANFIFOLD	40100 - Yukon	401_Part	STIMFLOOR	1	MAJOR COMPONENT	Fluid End	101945	SPM FLOW CONTROL
L80143-1RW	ea	TRANSMISSION,TWIN DISC TA90 TA90-8501 9 SPD	15000 - Tomball	150_Proj	ZC250	2	MAJOR COMPONENT	Transmission	10077753	DTE ENTERPRISES, LLC
L321538-1RW	ea	TRANSMISSION,CAT TH55-E70 FOR CUM QSK60 ENG RW	15000 - Tomball	150_3Party	HOLT CAT	1	MAJOR COMPONENT	Transmission	10077753	DTE ENTERPRISES, LLC
10504168	ea	FLUID END ASSEMBLY, 5", TRIPLEX, KERR 3000, SS	30300 - Shreveport	303_Part	CAGE	1	MAJOR COMPONENT	Fluid End	10105372	KERR PUMPS
1001187	ea	PACKING, HARD, REDLINE, DP, 5" GD 3000, 430TLS4060	30400 - San Antonio	304_PART	FLOOR	130	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L891654	ea	STUFFING BOX,FLUID END 5.0 MED	30300 -	303_Part	WALL2@100	14	SPARE PART		10073899	GARDNER

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
		HP2 SS	Shreveport							DENVER PETROLEUM PUMPS LLC
1002277	ea	VALVE, VULCAN P5 VP00093	30200 - Odessa	302_Part	PLAE	619	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
1000599	ea	TRANSFER CASE,COTTA TR2343-2	15000 - Tomball	150_Proj	RJ002	2	Stock		US01-001188	COTTA TRANSMISSION COMPANY, LLC
10426580	ea	VALVE-FLUID REDLINE P4 W/ BONDED INSERT PP1198153	30300 - Shreveport	303_Part	CAGE	384	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1002278	ea	SEAT,VALVE ASSEMBLY VULCAN P5 VP00088	30200 - Odessa	302_Part	PLAE	654	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
10401207	ea	LOAD CELL,COMPRESSION SARTORIUS 2,000 KG	30300 - Shreveport	303_Part	ET-G506	16	INSTRUMENT		10073364	MI-SHER FLEET SPECIALIST INC
LX332215	ea	TRANSDUCER,PRESSURE, 20K 0-5V FS W/1502 MOUNTING VIATRAN	30400 - San Antonio	304_PART	M16G1	34	INSTRUMENT		100500	VIATRAN CORPORATION
10520214	ea	SEAL, 5.25 X 4.75 X .619 DRING W/BACKUPS, PP1190315	30300 - Shreveport	303_Part	C5-400	425	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1002256	ea	PUMP,CENT GORMAN RUPP 610M20-B/S1 10X10	30200 - Odessa	302_Part	PLSec04	2	SPARE PART		US01-001723	FCX PERFORMANCE, INC
1001308	ea	GREASE,PKG PERMALUBE ELITE RED 00 2100LB PWC TOTE 12068629	30200 - Odessa	302_Part	LUBE	3	SPARE PART		10105129	CERTIFIED LABORATORIES
L890346	ea	TREATING IRON, VALVE,PLUG 2.0 FMC ULT150 MXF P537789	15000 - Tomball	150_Proj	JM001	22	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
1002271	ea	PACKING, HARD, REDLINE DP SPM 5", 499TLT4060	30300 - Shreveport	303_Part	C1-101	65	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1002277	ea	VALVE, VULCAN P5 VP00093	30300 - Shreveport	303_Part	CAGE	360	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
L59640-1	ea	PUMP,CENT GORMAN RUPP 112A20-B 12X12 MOD	30300 - Shreveport	303_Part	ACID-BLD	1	SPARE PART		10103543	HYDRAULIC EXCHANGE
L77202	ea	PUP JOINT,3.0-1502 INTEGRAL 4' LG MXF DETACHABLE NUT	15000 - Tomball	150_Proj	ZC230	28	SPARE PART		101945	SPM FLOW CONTROL
10426593	ea	SEAT,VALVE DISCHARGE/SUCTION REDLINE P5 GD PP1198682	30300 - Shreveport	303_Part	CAGE	147	SPARE PART		10073899	GARDNER DENVER PETROLEUM

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
1001187	ea	PACKING, HARD, REDLINE, DP, 5" GD 3000, 430TLS4060	30300 - Shreveport	303_Part	RACK1@100	51	SPARE PART		10073899	PUMPS LLC GARDNER DENVER PETROLEUM PUMPS LLC
10426591	ea	SEAT-VALVE REDLINE P4 ASSEMBLED PP1198326	30300 - Shreveport	303_Part	CAGE	269	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L67184-1	ea	SCR,CNVYR 14"	30300 - Shreveport	303_Part	WEST FENCE	9	SPARE PART		10073862	CREATIVE ALLOY
10517989	ea	PUMP,ROTARY WAUKESHA 015-U2 11 GPM	40100 - Yukon	401_ExcPrt	PRC10C	2	SPARE PART		128501	KNOX OIL FIELD SUPPLY INC
1002278	ea	SEAT,VALVE ASSEMBLY VULCAN P5 VP00088	30300 - Shreveport	303_Part	CAGE	357	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
L51938	ea	VALVE,SERVO SAUER KVFBA1206	30200 - Odessa	302_ExcPrt	PODA01	14	SPARE PART		104589	HYDRAQUIP DISTRIBUTION INC
L870160RW	ea	MOTOR,HYDRAULIC SAI GM2A-420-1-HD317 KJB2A RW	30400 - San Antonio	304_PART	14A04	6	SPARE PART		10103543	HYDRAULIC EXCHANGE
1000661	ea	PUMP,FUEL INJECTION CUMMINS QSK50/QSK60 2888810	30200 - Odessa	302_Part	PLCB	1	SPARE PART		10000954	MAGNETO & DIESEL INJECTOR SERVICE I
1002194	ea	PUMP,FUEL INJECTION CUMMINS QSK50/QSK60,5471754	30200 - Odessa	302_Part	PLCE	1	SPARE PART		10000954	MAGNETO & DIESEL INJECTOR SERVICE I
1000661	ea	PUMP,FUEL INJECTION CUMMINS QSK50/QSK60 2888810	40100 - Yukon	401_Part	STIMFLOOR	1	SPARE PART		10000954	MAGNETO & DIESEL INJECTOR SERVICE I
10407265	ea	POWERPACK,HYDRAULIC SELF CONTAINED 12VDC	30200 - Odessa	302_Part	POKA02	7	SPARE PART		173031	WOMACK MACHINE SUPPLY CO OF HOUSTON
10474474	ea	TURBOCHARGER, 600 HP, DD E23538880 14L	30200 - Odessa	302_Part	PLBB03	4	SPARE PART		10000954	MAGNETO & DIESEL INJECTOR SERVICE I
L890361RW	ea	LUBE ASSEMBLY,AUTO 3 LUBE POINTS 24V DC	30300 - Shreveport	303_Part	R2-101	8	SPARE PART		10069187	QPC QUALITY PRODUCTS COMPANY INC
LX332215	ea	TRANSDUCER,PRESSURE, 20K 0-5V FS W/1502 MOUNTING VIATRAN	30300 - Shreveport	303_Part	ET-C1901	16	INSTRUMENT		100500	VIATRAN CORPORATION
L62665X4RW	ea	TRANSDUCER, PRESSURE, 20K 4-20MA 1502 MOUNT 6 PIN REWORKED	30300 - Shreveport	303_Part	ET-C2002	32	SPARE PART		US01-000625	BHD TEST & MEASUREMENT
10426592	ea	VALVE,DISCHARGE/SUCTION REDLINE P5 GD PP1198592	30300 - Shreveport	303_Part	CAGE	123	SPARE PART		10073899	GARDNER DENVER PETROLEUM

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
1002305	ea	PACKING,NUT,4.0 PLNGR,ICON ATLAS GEN II,VP00419	30200 - Odessa	302_PART	POBC03	32	SPARE PART		US01-001591	PUMPS LLC VULCAN INDUSTRIAL HOLDINGS, LLC
L874208RW	ea	PUMP DRV ASSY,DURST 4PD09 1:1.20 INCRSNG	30300 - Shreveport	303_Part	FLOOR	2	SPARE PART		103065	HYDRADYNE LLC
1000599	ea	TRANSFER CASE,COTTA TR2343-2	30200 - Odessa	302_excPRT	PlSec05	1	Stock		US01-001188	COTTA TRANSMISSION COMPANY, LLC
L870160RW	ea	MOTOR,HYDRAULIC SAI GM2A-420-1-HD317 KJB2A RW	15000 - Tomball	150_Part	KB001	5	SPARE PART		10103543	HYDRAULIC EXCHANGE
L881838RW	ea	PUMP,HYDRAULIC FAN DENISON GOLD CUP P7P3L1A102A RW	30200 - Odessa	302_Part	plba03	2	SPARE PART		173031	WOMACK MACHINE SUPPLY CO OF HOUSTON
L870160RW	ea	MOTOR,HYDRAULIC SAI GM2A-420-1-HD317 KJB2A RW	30300 - Shreveport	303_Part	RACK6	4	SPARE PART		10103543	HYDRAULIC EXCHANGE
1000046	ea	COMPRESSOR,AIR,HYD,13 CFM,150 PSI MAX,2 CYL 1 STAGE	30200 - Odessa	302_Part	PLFloor03	3	SPARE PART		US01-000602	STELLAR INDUSTRIES, INC
L863153RW	ea	PUMP,PISTON SAUER 90L130	30400 - San Antonio	304_PART	FLOOR	2	SPARE PART		103065	HYDRADYNE LLC
10521049	ea	ELMT,CELLULAR 37.50 X 13.00 OD LP MATTCO	30300 - Shreveport	303_excprt	CAGE	6	SPARE PART		120317	MATTCO MANUFACTURING INC
L863153RW	ea	PUMP,PISTON SAUER 90L130	30200 - Odessa	302_PART	PLDB03	2	SPARE PART		103065	HYDRADYNE LLC
1000676	ea	HOUSING,BEARING UPPER 125E/EX BLENDER	30400 - San Antonio	304_Part	03A08	6	SPARE PART		10103898	LWF SERVICES LLC
1002823	ea	COVER,VALVE FL 4.5"-5" SGWS GD3000 PP1104069	30300 - Shreveport	303_Part	RACK6	31	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L77201	ea	PUP JOINT,3.0-1502 INTEGRAL 6' LG MXF DETACHABLE NUT	15000 - Tomball	150_Proj	ZD018A-F	5	SPARE PART		101945	SPM FLOW CONTROL
10315026	ea	FILTER ELEMENT, AIR, NAPA 2610	30300 - Shreveport	303_Part	WALL2@200	184	SPARE PART		103177	UNITED ENGINES LLC
L891654	ea	STUFFING BOX,FLUID END 5.0 MED HP2 SS	30400 - San Antonio	304_PART	02A1401	3	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L42683	ea	VALVE,SERVO SAUER KVFBA7206	30400 - San Antonio	304_Part	06C0802	7	SPARE PART		104589	HYDRAQUIP DISTRIBUTION INC
L879993	ea	NUT,UNION WING 3.0-1502 FMC	15000 - Tomball	150_Proj	JP001-002	134	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL

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10315023	ea	FILTER ELEMENT, AIR, NAPA 6885	30300 - Shreveport	303_Part	AF4-5	109	SPARE PART		103177	UNITED ENGINES LLC
L850821	ea	VALVE,RELIEF CONSOLEDATED 2.0 100PSI SET BRONZE	30300 - Shreveport	303_Part	L1-401	7	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L867506RW	ea	FLOWTUBE ,8", 8707, MAG BULLET ELECTRODES	30200 - Odessa	302_ExcPrt	ECAGE	1	SPARE PART		10069809	THOMPSON EQUIPMENT COMPANY
L859379	ea	PACKING,NUT 5.0 GD 3000 MEDIUM PRESSURE, 308TLS008	30300 - Shreveport	303_Part	RACK1@100	13	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L892264	ea	PLUNGER,PUMP 5.0 GD3000 COLMONOY 72	30400 - San Antonio	304_Part	02A1301	12	SPARE PART		10104027	ENERGY PRODUCTS LLC
10377641	ea	VENT,EXPANSION 18" 6 PSIG @ 72° F	30200 - Odessa	302_ExcPrt	PFB02	5	SPARE PART		100965	MOTION INDUSTRIES INC
LX10014	ea	FLOWMETER, 8", VICTAULIC, DUAL MAG P/U	30200 - Odessa	302_Part	ECAGEI04	3	INSTRUMENT		10073866	ELECTRONIC DATA DEVICES
L863625	ea	SEAL,COVER SUCTION 4.5-5.0 HP GD 306TLS316	40100 - Yukon	401_Part	PRC07B1-C4	207	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
LX309110	ea	SPRING,DISCHARGE .250 DRACO 17154	30300 - Shreveport	303_Part	RC8@100	560	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
10402225	ea	PLUNGER,PUMP 4.00 TUNGSTEN COLMONOY GD2250T	40100 - Yukon	401_PART	STIMSS4C	15	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L77203	ea	PUP JOINT,3.0-1502 INTEGRAL 5' LG MXF DETACHABLE NUT	15000 - Tomball	150_Proj	ZD027A	5	SPARE PART		101945	SPM FLOW CONTROL
L883832	ea	FILTER ELEMENT, DUAL LENGTH, POWER END, NAPA R62C25GD	30300 - Shreveport	303_Part	A6-200	47	SPARE PART		103177	UNITED ENGINES LLC
L85239-1RW	ea	OMNIPLEX ASSEMBLY REWORKED	30200 - Odessa	302_Part	EE02	4	SPARE PART		10103507	IOT-EQ, LLC
L37545-200	ea	CABLE,3600 REMOTE 200'	40100 - Yukon	401_PART	ETCON	20	INSTRUMENT		US01-001502	WILDCAT CABLE SOLUTIONS, LLC
L75947RW	ea	BOX ASSEMBLY,UEC III REWORKED	30300 - Shreveport	303_Part	ET-C1701	12	SPARE PART		10103507	IOT-EQ, LLC
L867385	ea	TRANSDUCER,PRESSURE/TEMP 18FF80FF & 18FF81FF	30300 - Shreveport	303_Part	ET-C401	12	INSTRUMENT		10095483	NGB CORPORATION
L893945	ea	FILTER ELEMENT, OIL, M90×2" THREAD,1.68" DIAMETER, NAPA 7139	30300 - Shreveport	303_Part	RACK2@200	204	SPARE PART		103177	UNITED ENGINES LLC
1001183	ea	PACKING, HARD, REDLINE DP, 4" GD 2250/2500, 494THD4060	30300 - Shreveport	303_Part	RACK4-102	18	SPARE PART		10073899	GARDNER DENVER PETROLEUM

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L30666	ea	VALVE,BUTTERFLY 08.0 FMC 3235672- BJ1	30200 - Odessa	302_Part	POKA01	13	SPARE PART		100602	PUMPS LLC
1002304	ea	PACKING,NUT ADPTR FLNGE,4-4.5 PLNGR,ICON ATLS GEN II,VP00314	40100 - Yukon	401_Part	PRC4S3D	7	SPARE PART		US01-001591	FMC TECHNOLOGIES - FLUID CONTROL VULCAN INDUSTRIAL HOLDINGS, LLC
L863625	ea	SEAL,COVER SUCTION 4.5-5.0 HP GD 306TLS316	30300 - Shreveport	303_InTran	InTransit	189	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L858690	ea	VALVE ASSEMBLY,SOL AAA NAMUR MOUNT PNEUMATIC SS SLV	30300 - Shreveport	303_Part	G9-302	33	SPARE PART		173031	WOMACK MACHINE SUPPLY CO OF HOUSTON
L864933	ea	FAN, BLOWER, 84", 8 BLADE, L&M 66164	30400 - San Antonio	304_ExcPrt	FLOOR	1	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L854307	ea	CONTROLLER, ELECTRICAL, TWIN DISC, GP4 GORILLA EC-400	30400 - San Antonio	304_ExcPrt	M16E4	1	INSTRUMENT		10021844	PALMER JOHNSON POWER SYSTEMS LLC
1002306	ea	PACKING,GLND PLNGR 4.0,ATLS ICON GEN II,STAINLESS,VP00414	30200 - Odessa	302_Part	POBC02	6	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
1002374	ea	PLUNGER,PUMP, 5.0 SPM 8 STK, 2P146994	40100 - Yukon	401_Part	STIMFLOOR	8	SPARE PART		101945	SPM FLOW CONTROL
10402225	ea	PLUNGER,PUMP 4.00 TUNGSTEN COLMONOY GD2250T	30400 - San Antonio	304_Part	02A09	11	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L42199X	ea	BOARD, TX NUCLEAR, FSU DETECTOR, POWER SUPPLY, W/O WIRE HARN	30300 - Shreveport	303_Part	ET-C302	4	INSTRUMENT		10006034	THERMO PROCESS INSTRUMENTS LP
L861687RW	ea	PUMP,PISTON SAUER 90R130RW	30400 - San Antonio	304_PART	13A13	1	SPARE PART		10103543	HYDRAULIC EXCHANGE
L890361RW	ea	LUBE ASSEMBLY,AUTO 3 LUBE POINTS 24V DC	40100 - Yukon	401_Part	PRWS5C	3	SPARE PART		10069187	QPC QUALITY PRODUCTS COMPANY INC
LX305396	ea	BEARING, FLANGE, 2.43", QM QAFY09249ST	40100 - Yukon	401_Part	PRNS4D	13	SPARE PART		100965	MOTION INDUSTRIES INC
1002417	ea	STUFFING BOX 4.0" QLF/TLF (SS), 400QLF014	30300 - Shreveport	303_Part	Rack4	4	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
10377641	ea	VENT,EXPANSION 18" 6 PSIG @ 72° F	30300 - Shreveport	303_Part	H6-500	4	SPARE PART		100965	MOTION INDUSTRIES INC

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10426699	ea	BREATHER KIT, STAUFF	30300 - Shreveport	303_Part	B1-102	13	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10492479	ea	STARTER,ELECT 24V CUMMINS 50MT CW	15000 - Tomball	150_Proj	JN002	4	SPARE PART		103643	CUMMINS SOUTHERN PLAINS LLC
10315024	ea	FILTER ELEMENT, FUEL, NAPA 3944, 2.25-12	30300 - Shreveport	303_Part	RACK2@100	114	SPARE PART		103177	UNITED ENGINES LLC
10520214	ea	SEAL, 5.25 X 4.75 X .619 DRING W/BACKUPS, PP1190315	30400 - San Antonio	304_Part	06C06	85	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1002359	ea	SEAL,D-RING 5.5" X 6" W/2 BA, PP1187755	30300 - Shreveport	303_Part	P1-401	63	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L866990	ea	SEAL,D-RING CVR/SUC DISCHARGE 4.5-5 FE SPM QWS2500, P108232	30300 - Shreveport	303_Part	C4-200	105	SPARE PART		101945	SPM FLOW CONTROL
10402225	ea	PLUNGER,PUMP 4.00 TUNGSTEN COLMONOY GD2250T	30300 - Shreveport	303_Part	RACK5	9	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1002295	ea	COVER, RETAINER, SUCTION/DISCHARGE 6.75 BUTTRESS, VP00010	30200 - Odessa	302_PART	POBC03	14	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
L30668	ea	VALVE,BUTTERFLY 12.0 FMC 3228199- BJ1	30300 - Shreveport	303_Part	RACK6	3	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
L30985	ea	VALVE,BUTTERFLY 05.0 FMC 3230049- BJ1	30400 - San Antonio	304_PART	02C05	22	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
L873035	ea	TRANSDUCER,PRESSURE/EXTENDED TEMP 18FF92FF 18FF93FF	30300 - Shreveport	303_Part	ET-C501	8	INSTRUMENT		10095483	NGB CORPORATION
L850737	ea	CLAMP, PLUNGER, F/GD3000 TRIPLEX PUMP	30200 - Odessa	302_Part	PZAA05	10	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L889308	ea	BREATHER, DESICCANT, 2 MICRON, DES-CASE DC-XD-6	30300 - Shreveport	303_Part	B1-100	23	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L84977-1	ea	DRVLNE ,SPICER 1550 X 34.0 MID-SLIP	30300 - Shreveport	303_Part	RACK3	6	SPARE PART		1037346	FT WORTH GEAR & AXLE INC
L856574RW	ea	MOTOR,HYDRAULIC 1.25 SFT .313 KEY (REWORK)	40100 - Yukon	401_Part	CONNEX1	3	SPARE PART		103065	HYDRADYNE LLC
LX305396	ea	BEARING, FLANGE, 2.43", QM QAFY09249ST	30300 - Shreveport	303_Part	RACK6	9	SPARE PART		100965	MOTION INDUSTRIES INC
L37034-1	ea	ADPT ,HYD MTR DDR SCR CNVYR	30300 - Shreveport	303_Part	J3-402	11	SPARE PART		10074058	U M W-MARINE INC
L329229-2	ea	POT ASSY,STONEL AXIOM W/CNN	30300 -	303_Part	ET-D601	2	INSTRUMENT		10001997	CYPRESS

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		PARKER VLV	Shreveport							TECHNOLOGIES LP
1000177	ea	ALTERNATOR,12V,170 AMP 36SI NEGATIVE GROUND DELCO 8600126	30300 - Shreveport	303_Part	N4-401	8	SPARE PART		139063	WILSON STARTER & ALTERNATOR SERVICE
L893676	ea	COVER, DISCHARGE, 4.5"-5", GD3000 SGWS	30300 - Shreveport	303_excprt	G2-101	8	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L893676	ea	COVER, DISCHARGE, 4.5"-5", GD3000 SGWS	30400 - San Antonio	304_Part	06B0602	8	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L37545-200	ea	CABLE,3600 REMOTE 200'	15000 - Tomball	150_Proj	QK001-004	6	INSTRUMENT		US01- 001502	WILDCAT CABLE SOLUTIONS, LLC
L853269RW	ea	PUMP,PISTON SAUER 90L130 90L130KA5CD RW	30300 - Shreveport	303_Part	RACK6	1	SPARE PART		10103543	HYDRAULIC EXCHANGE
L892828	ea	KIT,SEAL SAFETY IRON 3.0-15K WEIR SPM	30200 - Odessa	302_Part	POBA02	61	SPARE PART		101945	SPM FLOW CONTROL
10410757	ea	TRANSDUCER,PRESSURE, 200 PSIG 4- 20 MA .50 NPT-M 10-6P	30300 - Shreveport	303_Part	ET-C503	8	INSTRUMENT		10015398	GP50 NEW YORK LTD
1002418	ea	SLEEVE, 4" STUFFING BOX (TLS10), PP1089797	30300 - Shreveport	303_Part	C1-101	13	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L349964	ea	FILTER ELEMENT,HYDRAULIC DONALDSON P165659	30300 - Shreveport	303_Part	C3-101	81	SPARE PART		103177	UNITED ENGINES LLC
1002411	ea	STARTER,HEAD,HYDRAULIC, RH1 RB	30300 - Shreveport	303_Part	RACK5	7	SPARE PART		139063	WILSON STARTER & ALTERNATOR SERVICE
L873080	ea	KIT,SOLENOID SHIFTER 24V 23014422	30300 - Shreveport	303_Part	G3-204	15	SPARE PART		103177	UNITED ENGINES LLC
1002416	ea	PLUNGER,PUMP 4.0" COLMONOY GD72 QLF(OUTLAW), 400QLF038	30300 - Shreveport	303_Part	RACK4-200	5	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
10391048	ea	FILTER ELEMENT, HYDRAULIC, NAPA 1709	30300 - Shreveport	303_Part	A7-100	43	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10410757	ea	TRANSDUCER,PRESSURE, 200 PSIG 4- 20 MA .50 NPT-M 10-6P	40100 - Yukon	401_PART	ETC3D2	5	INSTRUMENT		10015398	GP50 NEW YORK LTD
L864228	ea	PICKUP,MAG SPEED TWIN DISC 8500 TRANSMISSION	30300 - Shreveport	303_Part	ET-D1203	23	INSTRUMENT		10021844	PALMER JOHNSON POWER SYSTEMS LLC
L862243RW	ea	ADAPTER, LOAD, SEALED INPUT, ZERO MAX L900097 (REWORK)	30300 - Shreveport	303_Part	RACK6	4	SPARE PART		10103543	HYDRAULIC EXCHANGE
10315023	ea	FILTER ELEMENT, AIR, NAPA 6885	40100 - Yukon	401_PART	FLTRCONNEX	42	SPARE PART		103177	UNITED ENGINES LLC

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L874066	ea	FILTER ELEMENT, HYDRAULIC, CARTRIDGE, F-ARLON	30300 - Shreveport	303_Part	A7-302	15	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L856574RW	ea	MOTOR, HYDRAULIC 1.25 SFT .313 KEY (REWORK)	30300 - Shreveport	303_Part	RACK6	2	SPARE PART		103065	HYDRADYNE LLC
1001459	ea	MOUNT, CLUTCH, 125E/EX LOGAN, LC314 GEN III	30200 - Odessa	302_PART	PLSTARTB1	3	SPARE PART		10103898	LWF SERVICES LLC
10358484	ea	SEAL, D RING 4.75"ODX4.25"IDX.619 2PC, PP1190292	30300 - Shreveport	303_Part	P1-402	34	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L871389	ea	ACTUATOR, PNEUMATIC, LOW TEMPERATURE, 6", DIRECT MOUNT, MDL1	30300 - Shreveport	303_Part	G8-201	7	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
L51879	ea	VALVE, BUTTERFLY 12.0 FMC 3227496- BJ1	30400 - San Antonio	304_ExcPrt	FLOOR	6	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
1002271	ea	PACKING, HARD, REDLINE DP SPM 5", 499TLT4060	40100 - Yukon	401_PART	PRC06S1	7	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L30668	ea	VALVE, BUTTERFLY 12.0 FMC 3228199- BJ1	40100 - Yukon	401_Part	STIMSS6B	4	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
10358484	ea	SEAL, D RING 4.75"ODX4.25"IDX.619 2PC, PP1190292	40100 - Yukon	401_PART	PRC07F3B	40	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L82918-1	ea	DRVLNE ,SPICER 1550 X 31.5 MID-SLIP	30300 - Shreveport	303_Part	RACK3	4	SPARE PART		1037346	FT WORTH GEAR & AXLE INC
10426593	ea	SEAT, VALVE DISCHARGE/SUCTION REDLINE P5 GD PP1198682	30200 - Odessa	302_Part	POKC02	59	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L294271	ea	PUMP, VANE VIKING HL32 W/O RELIEF VALVE	30300 - Shreveport	303_PART	G5-100	3	SPARE PART		100304	DXP ENTERPRISES INC
L850737	ea	CLAMP, PLUNGER, F/GD3000 TRIPLEX PUMP	30300 - Shreveport	303_Part	C5-201	2	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
10315041	ea	FILTER ELEMENT, HYDRAULIC, NAPA 1496, CHARGE	30300 - Shreveport	303_Part	A5-200	72	SPARE PART		103177	UNITED ENGINES LLC
LX307920	ea	VALVE, BUTTERFLY 05.0 FMC 3229887- BJ1	15000 - Tomball	150_Proj	PH002	15	SPARE PART		100295	UTEX INDUSTRIES INC
10314890	ea	FILTER ELEMENT, FUEL, NAPA 3651XE, F/DAVCO	30300 - Shreveport	303_Part	A1-200	230	SPARE PART		103177	UNITED ENGINES LLC
L868926	ea	SLEEVE, SEAL STUFFING BOX 5.0 MED HP2 GD GD3000	30300 - Shreveport	303_Part	WALL@100	10	SPARE PART		10073899	GARDNER DENVER

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L893945	ea	FILTER ELEMENT, OIL, M90×2" THREAD,1.68" DIAMETER, NAPA 7139	15000 - Tomball	150_Proj	EG019	64	SPARE PART		103177	PETROLEUM PUMPS LLC
10316351	ea	FILTER ELEMENT, FUEL, SECONDARY, NAPA 3959	30300 - Shreveport	303_Part	RACK2@200	151	SPARE PART		10071469	UNITED ENGINES LLC
10402225	ea	PLUNGER,PUMP 4.00 TUNGSTEN COLMONOY GD2250T	30200 - Odessa	302_Part	POKC04	4	SPARE PART		10073899	GENUINE PARTS COMPANY-NAPA
L871389	ea	ACTUATOR, PNEUMATIC, LOW TEMPERATURE, 6", DIRECT MOUNT, MDL1	40100 - Yukon	401_ExcPrt	PRNS1B	4	SPARE PART		100602	GARDNER DENVER
L858690	ea	VALVE ASSEMBLY,SOL AAA NAMUR MOUNT PNEUMATIC SS SLV	40100 - Yukon	401_PART	PRC1S1B	11	SPARE PART		173031	PETROLEUM PUMPS LLC
L33246	ea	FILTER ELEMENT, HYDRAULIC, 6 MICRON ,DOUBLE, MP FILTRI MP439	30300 - Shreveport	303_Part	A5-101	26	SPARE PART		103177	FMC
L871388	ea	ACTUATOR, PNEUMATIC, LOW TEMPERATURE, 2"-5", DIRECT MOUNT	30300 - Shreveport	303_Part	G8-101	6	SPARE PART		100602	TECHNOLOGIES - FLUID CONTROL
10315041	ea	FILTER ELEMENT, HYDRAULIC, NAPA 1496, CHARGE	30400 - San Antonio	304_Part	11D0704	60	SPARE PART		103177	WOMACK
10316352	ea	FILTER ELEMENT, FUEL/WATER SEPARATOR, NAPA 3650	30300 - Shreveport	303_Part	A8-200	69	SPARE PART		10071469	MACHINE SUPPLY CO OF HOUSTON
1002546	ea	BELLOWS,EXHAUST,COMPASS FRAC PUMP M-11-1F1-810-C-10	30200 - Odessa	302_Part	OCAE0004	2	SPARE PART		10001868	UNITED ENGINES LLC
L894492	ea	TRANSDUCER,PRESSURE CAN 18FF94FF 500# .500	30300 - Shreveport	303_Part	ET-C502	3	INSTRUMENT		10015398	FMC
L327429-1	ea	KIT,DRIVE ENCODER BEI MOTOR HYD SAI	30300 - Shreveport	303_InTran	InTransit	2	SPARE PART		103065	TECHNOLOGIES - FLUID CONTROL
L868926	ea	SLEEVE,SEAL STUFFING BOX 5.0 MED HP2 GD GD3000	15000 - Tomball	150_Proj	HC002	4	SPARE PART		10073899	UNITED ENGINES LLC
L893064	ea	FILTER ELEMENT, OIL, EXTENDED LIFE, MTU SERIES 4000	30300 - Shreveport	303_Part	A9-201	64	SPARE PART		103177	GENUINE PARTS COMPANY-NAPA
L859873	ea	SEAL,OIL PARKER F/GD3000 PONY ROD 5.5	30300 - Shreveport	303_Part	C7-201	39	SPARE PART		10073899	POWER THERM CO INC
1002418	ea	SLEEVE, 4" STUFFING BOX (TLS10), PP1089797	40100 - Yukon	401_PART	PRC4S2C	15	SPARE PART		10073899	GP50 NEW YORK LTD
L894169	ea	FILTER ELEMENT, HYDRAULIC, MP	30300 -	303_Part	A7-200	29	SPARE PART		103177	HYDRADYNE LLC

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10484473	ea	FILTRI HP3203A06AN COUPLING, PLUNGER, 4.5", GD 450QLF092, W/SCREW	Shreveport 30300 - Shreveport	303_Part	G3-102	9	SPARE PART		10073899	LLC GARDNER DENVER PETROLEUM PUMPS LLC
L883832	ea	FILTER ELEMENT, DUAL LENGTH, POWER END, NAPA R62C25GD	30200 - Odessa	302_Part	POFC03	12	SPARE PART		103177	UNITED ENGINES LLC
L893257	ea	FILTER ELEMENT,FUEL FLEETGUARD FF5686	30300 - Shreveport	303_Part	A2-201	50	SPARE PART		103177	UNITED ENGINES LLC
1001063	ea	GASKET,INSPECTION COVER GD PP1008149	30300 - Shreveport	303_Part	C6-301	52	SPARE PART		10103543	HYDRAULIC EXCHANGE GARDNER DENVER PETROLEUM PUMPS LLC
1001183	ea	PACKING, HARD, REDLINE DP, 4" GD 2250/2500, 494THD4060	40100 - Yukon	401_PART	PR05S2	5	SPARE PART		10073899	LWF SERVICES LLC
1000672	ea	PLATE,ADAPTER HYDRAULIC MOTOR 125E/EX BLENDER	30400 - San Antonio	304_PART	04C09	3	SPARE PART		10103898	UNITED ENGINES LLC
L40136	ea	FILTER ELEMENT, HYDRAULIC, 6 MICRON, MP FILTRI MP4376	30300 - Shreveport	303_Part	A6-100	58	SPARE PART		103177	UNITED ENGINES LLC
L883832	ea	FILTER ELEMENT, DUAL LENGTH, POWER END, NAPA R62C25GD	40100 - Yukon	401_PART	PRC1S2A	11	SPARE PART		103177	UNITED ENGINES LLC
10315022	ea	FILTER ELEMENT, COOLANT, NAPA 4084, NO DCA	30300 - Shreveport	303_Part	A7-400	57	SPARE PART		103177	UNITED ENGINES LLC
L30666	ea	VALVE,BUTTERFLY 08.0 FMC 3235672- BJ1	30300 - Shreveport	303_Part	H2-101	3	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
1002417	ea	STUFFING BOX 4.0" QLF/TLF (SS), 400QLF014	30300 - Shreveport	303_Part	P1-201	1	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L631621	ea	BATTERY, TRUCK, 12V, 950CCA, SIZE 31, THREAD POST	30300 - Shreveport	303_Part	BATT CAGE	15	SPARE PART		103177	UNITED ENGINES LLC
L321596-1	ea	HARNESS,UEC-III CAT TH55-E70 TRANSMISSION	30200 - Odessa	302_ExcPrt	ECAGEH04	4	SPARE PART		10069680	XACT TECHNOLOGIES LTD
10315021	ea	FILTER ELEMENT, LUBE, NAPA R61C25GV	30300 - Shreveport	303_Part	A4-400	14	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10400679	ea	FILTER ELEMENT, EXHAUST FLUID, DIESEL, DEUTZ 460-1354	30300 - Shreveport	303_Part	A3-101	14	SPARE PART		103177	UNITED ENGINES LLC
L859569	ea	BELT, DRIVE, POLY V, K SECTION, 14 RIB, 1900MM, 74.8"	30300 - Shreveport	303_Part	K1-303	17	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L893062	ea	FILTER ELEMENT,OIL,EXTENDED LIFE, ISX, ISM, QSX, QSM, 7745XD	30300 - Shreveport	303_Part	A2-400	35	SPARE PART		103177	UNITED ENGINES LLC
1002411	ea	STARTER,HEAD,HYDRAULIC, RH1 RB	30300 - Shreveport	303_Part	N4-401	2	SPARE PART		139063	WILSON STARTER & ALTERNATOR SERVICE

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1002308	ea	SEAL,POLYPAK, GEN II 4.0 & 4.5 PACKING SLEEVE, VP00318	30200 - Odessa	302_Part	POBC02	6	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
L893256	ea	KIT,VENTILATION CRANKCSE CUMMINS 3685528	30300 - Shreveport	303_Part	A2-100	13	SPARE PART		103177	UNITED ENGINES LLC
10318903	ea	FILTER ELEMENT, AIR, NAPA 2798, CUMMINS ISX	30300 - Shreveport	303_Part	AF7-101	21	SPARE PART		10101187	TRUCK & INDUSTRIAL SUPPLY LLC
10316279	ea	FILTER ELEMENT, TRANSMISSION, NAPA 7809, F/CAT TH55	30300 - Shreveport	303_Part	R3-101	27	SPARE PART		103177	UNITED ENGINES LLC
10508447	ea	RETAINER,SPRING SUCT GD 4.5-6 SGWS	30300 - Shreveport	303_Part	C6-200	8	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
10391203	ea	FILTER ELEMENT, AIR, DRYER, SPIN-ON, NAPA 4374	30300 - Shreveport	303_Part	A2-300	31	SPARE PART		103177	UNITED ENGINES LLC
L349964	ea	FILTER ELEMENT,HYDRAULIC DONALDSON P165659	40100 - Yukon	401_PART	PRC1S1C	19	SPARE PART		103177	UNITED ENGINES LLC
L111710	ea	GASKET, VICTAULIC, 8", STYLE 77, E-GRADE	30300 - Shreveport	303_Part	D2-303	16	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10319486	ea	FILTER ELEMENT, AIR, INNER, NAPA 6923	40100 - Yukon	401_PART	FLTRCONNEX	36	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10319485	ea	FILTER ELEMENT, AIR, OUTER, NAPA 6922	30300 - Shreveport	303_Part	B4-201	28	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10423003	ea	STARTER,ELECTRICAL 12V 39MT CW DELCO 8200091	30300 - Shreveport	303_Part	N3-201	2	SPARE PART		139063	WILSON STARTER & ALTERNATOR SERVICE
10507172	ea	MOTOR,BENT AXIAL SUNFAB SCM108 SAE C MOUNT	30300 - Shreveport	303_Part	RACK4-200	1	SPARE PART		103065	HYDRADYNE LLC
LX309054	ea	OPI CLAMP,PLUNGER 3.75-4.0 342-C-78	40100 - Yukon	401_PART	PRC2S1D	5	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L893063	ea	FILTER ELEMENT, OIL, SPIN-ON, NAPA 1971XD	30300 - Shreveport	303_Part	A5-300	38	SPARE PART		10101187	TRUCK & INDUSTRIAL SUPPLY LLC
10391203	ea	FILTER ELEMENT, AIR, DRYER, SPIN-ON, NAPA 4374	30400 - San Antonio	304_Part	11A0706	23	SPARE PART		103177	UNITED ENGINES LLC
L321596-1	ea	HARNESS,UEC-III CAT TH55-E70 TRANSMISSION	30400 - San Antonio	304_Part	M05D1	2	SPARE PART		10069680	XACT TECHNOLOGIES LTD
L351355	ea	INSERT,COUPLING L-100 HYTREL LOVEJOY	30300 - Shreveport	303_Part	F1-300	13	SPARE PART		100304	DXP ENTERPRISES INC
10373801	ea	U-JOINT,LOVEJOY D-11B 1.750 OD 1.00 BORE	30300 - Shreveport	303_Part	F1-300	4	SPARE PART		100965	MOTION INDUSTRIES INC
10315025	ea	FILTER ELEMENT, AIR, NAPA 6726	40100 -	401_PART	FLTRCONNEX	14	SPARE PART		103177	UNITED ENGINES

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
			Yukon							LLC
L23228-10	ea	CABLE ASSEMBLY,PRESS 2 CONNECTION 90° 10'	30300 - Shreveport	303_Part	ET-A102	5	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
LX309054	ea	OPI CLAMP,PLUNGER 3.75-4.0 342-C-78		303_Part	P1-201	4	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
L879468	ea	ALTERNATOR, 24V, 105AMP, 33SI, DELCO, CUMMINS 3332213	30300 - Shreveport	303_Part	N4-401	1	SPARE PART		139063	WILSON STARTER & ALTERNATOR SERVICE
L887658	ea	FILTER ELEMENT, HYDRAULIC, 16 MICRON, MP FILTRI ABSOLUT	30300 - Shreveport	303_Part	A7-304	9	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
1002326	ea	SEAL,SUCTION/DISCHRG D-RING,4.5&5.0 PLNGR,HSN VP00042	30200 - Odessa	302_Part	POBC02	25	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
10314890	ea	FILTER ELEMENT, FUEL, NAPA 3651XE, F/DAVCO	40100 - Yukon	401_Part	PRES4	55	SPARE PART		103177	UNITED ENGINES LLC
10365379	ea	DRYER, AIR, AD-IS, W/PURGE	30300 - Shreveport	303_Part	E7-201	1	SPARE PART		10070343	ALLSTATE SALES & LEASING
10488539	ea	NUT,GLND PKG 4.00 GD SGWS PP1130320	30300 - Shreveport	303_Part	P1-202	3	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
1002241	ea	KIT, WATER PUMP, CUMMINS, 5473237	30200 - Odessa	302_Part	CCAA0001	3	SPARE PART		10000954	MAGNETO & DIESEL INJECTOR SERVICE I
L853604	ea	LIGHT,CLEARANCE YELLOW LED GROTE	30300 - Shreveport	303_Part	E1-502	31	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
LX307920	ea	VALVE,BUTTERFLY 05.0 FMC 3229887- BJ1	30300 - Shreveport	303_Part	H4-100	3	SPARE PART		100295	UTEX INDUSTRIES INC
10412634	kit	KIT,SHOE BRAKE 16.50 MERITOR Q W/HDW	30300 - Shreveport	303_Part	CONX A	8	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10319486	ea	FILTER ELEMENT, AIR, INNER, NAPA 6923	30300 - Shreveport	303_Part	B4-201	26	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L868403	ea	SIGNAL ASSEMBLY,TURN PETERBILT 16-05756 LENS	30300 - Shreveport	303_Part	E2-304	3	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10403734	ea	HOSE SET,AIR BRAKE 15' EMERGENCY/SERVICE POLAR AIR	30300 - Shreveport	303_Part	E7-101	3	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L893063	ea	FILTER ELEMENT, OIL, SPIN-ON, NAPA 1971XD	40100 - Yukon	401_PART	PRC3S1A	16	SPARE PART		10101187	TRUCK & INDUSTRIAL SUPPLY LLC
10365379	ea	DRYER, AIR, AD-IS, W/PURGE	30300 - Shreveport	303_InTran	InTransit	2	SPARE PART		10070343	ALLSTATE SALES & LEASING
L39590X1	ea	ISOLATOR,BATTERY 160 AMPS 12-3 6VDC	30300 - Shreveport	303_Part	ET-D901	3	INSTRUMENT		10073364	MI-SHER FLEET SPECIALIST INC

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L893064	ea	FILTER ELEMENT, OIL, EXTENDED LIFE, MTU SERIES 4000	40100 - Yukon	401_Part	PRC3S2C&D	12	SPARE PART		103177	UNITED ENGINES LLC
L111693	ea	GASKET, VICTAULIC, 5", STYLE 77, E-GRADE	30300 - Shreveport	303_Part	D2-301	14	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L853601	ea	LIGHT,CLEARANCE RED LED GROTE	30300 - Shreveport	303_Part	E1-501	27	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L871388	ea	ACTUATOR, PNEUMATIC, LOW TEMPERATURE, 2"-5", DIRECT MOUNT	30400 - San Antonio	304_Part	07C1102	1	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
10318905	ea	FILTER ELEMENT, FUEL, SECONDARY, NAPA 3711	30300 - Shreveport	303_Part	A1-100	29	SPARE PART		103177	UNITED ENGINES LLC
10315025	ea	FILTER ELEMENT, AIR, NAPA 6726	30300 - Shreveport	303_Part	AF1-2	9	SPARE PART		103177	UNITED ENGINES LLC
L880474	ea	BELT, DRIVE, DYNACRAFT D84-1000-3122350	30300 - Shreveport	303_Part	K1-202	4	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10370744	ea	BELT, DRIVE, POLY, 6 RIBS×1620MM	30300 - Shreveport	303_Part	K5-402	11	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10396303	ea	FILTER ELEMENT, COOLANT, SPIN-ON, NO DCA, NAPA 4113	30300 - Shreveport	303_Part	A2-101	11	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L890212	ea	LIGHT,CAB MARKER YELLOW GROTE 46823	30300 - Shreveport	303_Part	E3-204	6	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L861957	ea	YOKE,END 1550 SERIES SPICER 4-4-4211-1	30300 - Shreveport	303_Part	D5-303	3	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L111716	ea	GASKET, VICTAULIC, 4", STYLE 77, E-GRADE	30300 - Shreveport	303_PART	D2-103	10	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L888622	ea	BELT, DRIVE, NON-STATIC, 38.0" LG, NEO, 5 RIB	40100 - Yukon	401_PART	PRC08E	11	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L351352	ea	INSERT,COUPLING L-090 HYTREL LOVEJOY	30300 - Shreveport	303_excprt	F1-300	11	SPARE PART		128501	KNOX OIL FIELD SUPPLY INC
L864228	ea	PICKUP,MAG SPEED TWIN DISC 8500 TRANSMISSION	40100 - Yukon	401_ExcPrt	ETC4RK4	2	INSTRUMENT		10021844	PALMER JOHNSON POWER SYSTEMS LLC
10462182	ea	CHAMBER, BRAKE, LONG STROKE, PETERBILT SB3030CL	30300 - Shreveport	303_Part	E7-403	3	SPARE PART		126928	FLEETPRIDE INC
10507060	ea	RTNR,SPR VLV SUCT 3.75-4.00 GD SGWS	30300 - Shreveport	303_Part	P1-202	5	SPARE PART		10073899	GARDNER DENVER PETROLEUM PUMPS LLC
10365490	ea	CHAMBER, BRAKE, SPRING, 3030, COMBO, W/CLEVIS	30300 - Shreveport	303_Part	E7-403	4	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L111711	ea	GASKET, VICTAULIC, 6", STYLE 77, E-GRADE	30300 - Shreveport	303_InTran	InTransit	8	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10316279	ea	FILTER ELEMENT, TRANSMISSION, NAPA 7809, F/CAT TH55	40100 - Yukon	401_PART	PRC1S3B	6	SPARE PART		103177	UNITED ENGINES LLC
10319488	ea	FILTER ELEMENT, FUEL, 20" × 1.5MM, NAPA 3682	30300 - Shreveport	303_Part	A4-300	18	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10319489	ea	FILTER ELEMENT, OIL EXTENDED	40100 -	401_PART	PRC3S3A	26	SPARE PART		103177	UNITED ENGINES

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		LIFE, NAPA 7182	Yukon							LLC
L111715	ea	GASKET, VICTAULIC, 3", STYLE 77, E-GRADE	30300 - Shreveport	303_Part	D2-102	19	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L111711	ea	GASKET, VICTAULIC, 6", STYLE 77, E-GRADE	30300 - Shreveport	303_PART	D2-302	4	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10318896	ea	FILTER ELEMENT, POWER STEERING, NAPA 7557	30300 - Shreveport	303_Part	A3-100	22	SPARE PART		103177	UNITED ENGINES LLC
10319489	ea	FILTER ELEMENT, OIL EXTENDED LIFE, NAPA 7182	30300 - Shreveport	303_Part	A4-301	21	SPARE PART		103177	UNITED ENGINES LLC
LX307978	ea	GOVENOR,AIR COMPR D-2 BENDIX 275491	30300 - Shreveport	303_Part	E7-201	7	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L870341	ea	BELT, DRIVE, DD 23525817	30300 - Shreveport	303_Part	K5-402	7	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L861687RW	ea	PUMP,PISTON SAUER 90R130RW	30300 - Shreveport	303_Part	RACK5	2	SPARE PART		10103543	HYDRAULIC EXCHANGE
L143785	ea	HEADLAMP,SEALED HI/LOW BEAM HALOGEN H6054	40100 - Yukon	401_Part	PRSS3A	9	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
1002307	ea	O-RING,PACKING SLEEVE,4-4.5 PLNGR,NBR RUBBER,GEN II,VP00315	40100 - Yukon	401_PART	PRC08E2C	10	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
1002309	ea	O-RING,ADPTR FLNGE,NBR RUBBER,ATLAS ICON GEN II,VP00412	40100 - Yukon	401_PART	PRC08E2B	10	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
L862243	ea	ADAPTER, LOAD, SEALED INPUT, ZERO MAX L900097	30300 - Shreveport	303_Part	RACK5	1	SPARE PART		10103543	HYDRAULIC EXCHANGE
L143785	ea	HEADLAMP,SEALED HI/LOW BEAM HALOGEN H6054	30300 - Shreveport	303_Part	E3-101	8	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
1002307	ea	O-RING,PACKING SLEEVE,4-4.5 PLNGR,NBR RUBBER,GEN II,VP00315	30200 - Odessa	302_Part	POBC02	8	SPARE PART		US01-001591	VULCAN INDUSTRIAL HOLDINGS, LLC
10365490	ea	CHAMBER, BRAKE, SPRING, 3030, COMBO, W/CLEVIS	30300 - Shreveport	303_Part	E6-401	1	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L888622	ea	BELT, DRIVE, NON-STATIC, 38.0" LG, NEO, 5 RIB	30300 - Shreveport	303_Part	K5-401	3	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L862149	ea	KIT,STRAP LOCK U-JOINT SPICER 1550 SERIES	40100 - Yukon	401_ExcPrt	PRC02B4C	4	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
10318896	ea	FILTER ELEMENT, POWER STEERING, NAPA 7557	40100 - Yukon	401_PART	PRES1C	8	SPARE PART		103177	UNITED ENGINES LLC
L862149	ea	KIT,STRAP LOCK U-JOINT SPICER 1550 SERIES	30300 - Shreveport	303_Part	F1-204	1	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
L87005-1RW	ea	ENGINE,CUMMINS QSK 50 W/O AIR COMPR RW	15000 - Tomball	150_3Party	Cummins	3	MAJOR COMPONENT	Engine	103643	CUMMINS SOUTHERN PLAINS LLC
1000599	ea	TRANSFER CASE,COTTA TR2343-2	20100 - Dickinson	201_PART	BAY 9	1	Stock		US01-001188	COTTA TRANSMISSION COMPANY, LLC

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
10315021	ea	FILTER ELEMENT, LUBE, NAPA R61C25GV	40100 - Yukon	401_Part	PRES1A	7	SPARE PART		10073364	MI-SHER FLEET SPECIALIST INC
1000133	ea	TUB,MIXING 125 BLENDER ROUND	15000 - Tomball	150_Part	F-200	2	SPARE PART		10103898	LWF SERVICES LLC
1000190	ea	PADDLE,TUB MIXING,125E/EX BLENDER,W/O BEARINGS	15000 - Tomball	150_Part	F-200	2	SPARE PART		10103898	LWF SERVICES LLC
L68047-1RW	ea	ENGINE,DD 16V-4000 DECK FAN TO FLYWHEEL	15000 - Tomball	150_3Party	United Eng	1	MAJOR COMPONENT	Engine	10048505	INDUSTRIAL DIESEL MANUFACTURING
L68047-1RW	ea	ENGINE,DD 16V-4000 DECK FAN TO FLYWHEEL	15000 - Tomball	150_3Party	S&S Dallas	1	MAJOR COMPONENT	Engine	10048505	INDUSTRIAL DIESEL MANUFACTURING
L77849-1RW	ea	ENGINE,DD SERIES 60 DECK 660HP 14L DSPL	15000 - Tomball	150_Part	G-500	4	MAJOR COMPONENT	Engine	101292	STEWART & STEVENSON LLC
1001480	ea	VALVE,PLUG 3.0 ULT150 GRAYLOC 15K GRAYLOC X GRAYLOC FMC P563	15000 - Tomball	150_Proj	F-200	15	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
L59640-1	ea	PUMP,CENT GORMAN RUPP 112A20-B 12X12 MOD	30400 - San Antonio	304_PART	FLOOR	3	SPARE PART		10103543	HYDRAULIC EXCHANGE
10518334	ea	KIT,PLATFORM GORILLA GD3000	15000 - Tomball	150_Proj	G-100-200	2	SPARE PART		10071257	UE MANUFACTURING LLC
10517870	ea	CABIN,CONTROL 125EX BLENDER	15000 - Tomball	150_PART	ZA004	6	SPARE PART		10104228	TRIVAN TRUCK BODY LLC
1000135	ea	BRIDGE,TUB 125E/125E-X BLENDER	15000 - Tomball	150_Part	F-200	6	SPARE PART		10103898	LWF SERVICES LLC
1000180	ea	MANIFOLD,SUCTION TUB 125E/EX	15000 - Tomball	150_Part	G-600	6	SPARE PART		10073862	CREATIVE ALLOY

Canada Inventory

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
1000499RW	ea	POWER END,QUINT FMC P563505 5.000 INPUT SHAFT REWORKED	50100 - Clairmont	501_Part	TENT	3	MAJOR COMPONENT	Power End	10077026	TECHNIPFMC CANADA LTD
L321538-3	ea	TRANSMISSION,CAT TH55-E70 FOR CAT 3512C	50100 - Clairmont	501_Part	TENT	2	MAJOR COMPONENT	Transmission	#N/A	#N/A
10430470	ea	FLUID END ASSEMBLY, 4.5", TRIPLEX, GD2250T SGWS, 8 BOLT FLAN	50100 - Clairmont	501_Part	TENT	3	MAJOR COMPONENT	Fluid End	10098597	GARDNER DENVER CANADA CORPORATION
L60714	ea	TREATING IRON, VALVE,PLUG 3.0 FMC 3265122 ULT 1502	50100 - Clairmont	501_3Party	SPM	20	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10491792	EA	FLUID END ASSEMBLY, 4", QUINT,	50100 -	501_Part	TENT	2	SPARE PART	Fluid End	10098597	GARDNER DENVER

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
		GD2500Q SGWS, S.I. FLANGE, SS	Clairmont							CANADA CORPORATION
1001168	ea	FLUID END ASSEMBLY, 4", QUINT GD QLF, SS, 315QLF2039	50100 - Clairmont	501_Part	TENT	1	MAJOR COMPONENT	Fluid End	10098597	GARDNER DENVER CANADA CORPORATION
10499983	EA	PUMP,CENTRIFUGAL 14X12X22 HC FRAC PUMP PARTS	50100 - Clairmont	501_Part	TENT	2	SPARE PART		CA01-000135	DONALD J OCONNOR
1000194	ea	FLANGE,INLET DISCHARGE PUMP 125E/EX BLENDER	50200 - Red Deer	502_Part	IRON SHACK	8	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC
L101335	ea	PUMP,CENT 12X12 GORMAN RUPP 112A20-B	50100 - Clairmont	501_Part	TENT	2	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC
10488824	EA	FLOWMETER, 6", MAG, 150#, FLANGE, POLY, SPECIAL, ROSEMOUNT	50100 - Clairmont	501_Part	E18-1	4	INSTRUMENT		#N/A	#N/A
1000133	ea	TUB,MIXING 125 BLENDER ROUND	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10073862	CREATIVE ALLOY PRODUCTS CO
L24517	l	FraCare NE-04	50100 - Clairmont	501_Chem	WetWarehse	17,395	CHEMICAL		10018731	BRENNTAG CANADA INC
L59640-1	ea	PUMP,CENT GORMAN RUPP 112A20-B 12X12 MOD	50100 - Clairmont	501_Part	TENT	3	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC
L688004	l	FraCare GBW-41LW	50100 - Clairmont	501_Chem	WetWarehse	34,935	CHEMICAL		10050364	Chemfax Products Ltd.
10461636	EA	STUFFING BOX,FLUID END 4.50 GD TLF10	50100 - Clairmont	501_Part	PRTTRAIL2	16	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L601007	ea	SENSOR MASS FLOW GAUGE 1" 150# MM-R100	50100 - Clairmont	501_Part	E18-3	8	INSTRUMENT		10014412	SPARTAN CONTROLS LTD
L602296	ea	PUMP,HYDRAULIC DENISON P30P-3L1B-9A2-A01-00	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		#N/A	#N/A
1001230	ea	MANIFOLD,SUCTION,6",LOG W/CLEANOUTS, 302QLF4053	50100 - Clairmont	501_Part	TENT	4	Stocked		10098597	GARDNER DENVER CANADA CORPORATION
1000133	ea	TUB,MIXING 125 BLENDER ROUND	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		10073862	CREATIVE ALLOY PRODUCTS CO
10484475	EA	PACKING ASSEMBLY,PLUNGER 4.50 GD 459THD4060	50100 - Clairmont	501_Part	PRTTRAIL4	58	SPARE PART		10019918	A R THOMSON GROUP
10407694	ea	SEAL,MECHANICAL DOUBLE UTL 1000/40 IKA	50100 - Clairmont	501_Part	CRATE 4	5	SPARE PART		149135	IKA WORKS INC
10405633	ea	MANIFOLD,SUCTION SGWS 2500Q 6.0-	50200 -	502_Part	IRON	4	SPARE PART		10098597	GARDNER DENVER

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		206 ZOOMIE	Red Deer		SHACK					CANADA CORPORATION
1000144	ea	CLUTCH ASSEMBLY,NAMCO SAE 1 HOUSING NM-314H	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10052776	NAMCO MACHINE & GEAR WORKS LTD
1000144	ea	CLUTCH ASSEMBLY,NAMCO SAE 1 HOUSING NM-314H	50200 - Red Deer	502_Part	IRON SHACK	2	SPARE PART		10052776	NAMCO MACHINE & GEAR WORKS LTD
1001566	ea	NUT,UNION WING 3.0-HD1, FMC - P564976	50100 - Clairmont	501_3Party	SPM	246	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L57874	ea	KIT,REPAIR VALVE PLUG 3.0 ULT FMC 3265500	50100 - Clairmont	501_3Party	SPM	15	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L69282	ea	PUP JOINT,3.0-1502 NPS 4' DETACHABLE NUT	50100 - Clairmont	501_3Party	SPM	36	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L77202	ea	PUP JOINT,3.0-1502 INTEGRAL 4' LG MXF DETACHABLE NUT	50100 - Clairmont	501_3Party	IronTPCCA1	27	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1000143	ea	TRANSFER CASE,NAMCO 131-D-XXSPS-N-999	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10052776	NAMCO MACHINE & GEAR WORKS LTD
L879966	ea	SEGMENT,UNION 3.0-1502/1002 FMC	50100 - Clairmont	501_3Party	SPM	800	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1002417	ea	STUFFING BOX 4.0" QLF/TLF (SS), 400QLF014	50100 - Clairmont	501_Part	BAY 5	10	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L889361	ea	CHOKE, ADJUSTABLE, 3", FIG 1502, F×M, 2", SPM 2A21253	50100 - Clairmont	501_Part	TENT	1	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
1001656	ea	ISOLATOR,VIBRATION HELICAL ANDRE VS-10-270-08-AIS	50100 - Clairmont	501_Part	BAY 5	145	SPARE PART		CA01-000110	ANDRE HVAC INTERNATIONAL INC
1000599	ea	TRANSFER CASE,COTTA TR2343-2	50200 - Red Deer	502_Part	IRON SHACK	2	Stocked		CA01-000200	COTTA TRANSMISSION COMPANY, LLC
1000190	ea	PADDLE,TUB MIXING,125E/EX BLENDER,W/O BEARINGS	50100 - Clairmont	501_Part	TENT	3	SPARE PART		10073863	CREATIVE ALLOY PRODUCTS CO
10467428	EA	SWL,3.0-15K SI S-50 15K NSCWP	50100 - Clairmont	501_3Party	SPM	7	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L870037	ea	TREATING IRON, VALVE,PLUG 1.0 X 2.0 1502 ULT150	50100 - Clairmont	501_3Party	Topco	4	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10396462	ea	SEAL,BORE WITH BACK UP RING FMC P544599	50100 - Clairmont	501_Part	CRATE 1	106	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L882662	ea	KIT,REPAIR VALVE CHECK 2.0- 1502 FLAPPER	50100 - Clairmont	501_3Party	Topco	26	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L66200	ea	PUP JOINT,3.0-1502 INTEGRAL 3' MXF DETACHABLE NUT	50100 - Clairmont	501_3Party	IronTPCCA1	11	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10484475	EA	PACKING ASSEMBLY,PLUNGER 4.50 GD	50100 -	501_Part	S7-7-2	30	SPARE PART		10019918	A R THOMSON

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		459THD4060	Clairmont							GROUP
L57874	ea	KIT,REPAIR VALVE PLUG 3.0 ULT FMC 3265500	50100 - Clairmont	501_3Party	Topco	13	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10442161	ea	RESERVOIR,MECH SEAL IKA WORKS P001567	50100 - Clairmont	501_Part	CRATE 4	3	SPARE PART		149135	IKA WORKS INC
L887242	ea	PONY ROD,PUMP FMC 2400 P542200	50100 - Clairmont	501_Part	S7-2-2	7	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10404443	ea	TRANSMITTER,MAGFLOW ROSEMOUNT 8732ESR2A4N0DA1M4	50100 - Clairmont	501_Part	S8-3-1	2	INSTRUMENT		#N/A	#N/A
L874208	ea	PUMP DRIVE ASSEMBLY,DURST 4PD09 1:1.20 INCREASING	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		103065	HYDRADYNE LLC
10440691	ea	SWIVEL,3.0-15K SAFETY IRON M STYLE-10	50100 - Clairmont	501_3Party	SPM	4	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
10492476	ea	ELMT,CELLULAR, 54.000 x 13.00 OD, MATTCO	50100 - Clairmont	501_Part	TENT	5	SPARE PART		CA01-000006	MATTCO MANUFACTURING INC
L878652	ea	STUD,STAYROD 1.5-8NC X 63.5 FMC 2700 BHP	50100 - Clairmont	501_Part	BAY 5	35	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L2362	ea	SEGMENT SET UNION 3" FIG 1502 (QTY 3)FMC	50100 - Clairmont	501_3Party	SPM	140	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
1001620	ea	BUSHING,THROAT	50100 - Clairmont	501_Part	SHPBAY	2	SPARE PART		CA01-000135	DONALD J OCONNOR
10484471	EA	PLUNGER,PUMP 4.500 COLMONOY 72 GD 450QLF038	50100 - Clairmont	501_Part	PRTTRAIL2	25	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L151	l	IntegraCare FP-12L	50100 - Clairmont	501_Chem	WetWarehse	1,650	CHEMICAL	Cement	10005854	UNIVAR CANADA LTD
L637579	ea	MOTOR HYDRAULIC ROTORY PISTON 27.6 CI/REV	50200 - Red Deer	502_Part	IRON SHACK	2	SPARE PART		#N/A	#N/A
L894492	ea	TRANSDUCER,PRESSURE CAN 18FF94FF 500# .500	50100 - Clairmont	501_Part	S6-6-2	22	INSTRUMENT		10015398	GP50 NEW YORK LTD
L678510	ea	PACKING ASSEMBLY SEAL SET 4.5" FMC WSP	50100 - Clairmont	501_Part	S7-2	45	SPARE PART		10019918	A R THOMSON GROUP
L870160	ea	MOTOR,HYDRAULIC SAI GM2A-420-1-HD317 KJB2A	50100 - Clairmont	501_Part	CRATE 4	3	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L879966	ea	SEGMENT,UNION 3.0-1502/1002 FMC	50100 - Clairmont	501_3Party	Topco	400	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10468572	EA	KIT,REPAIR VALVE PLUG 3.0-1502 COMPLETE	50100 - Clairmont	501_Part	BAY 5	6	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
1002416	ea	PLUNGER,PUMP 4.0" COLMONOY GD72 QLF(OUTLAW), 400QLF038	50100 - Clairmont	501_Part	BAY 5	10	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L233899	ea	KIT,REPAIR SWIVEL JOINT 2.0 1502 LS-15 FMC	50100 - Clairmont	501_3Party	Topco	207	SPARE PART		10077026	TECHNIPFMC CANADA LTD

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10426593	ea	SEAT, VALVE DISCHARGE/SUCTION REDLINE P5 GD PP1198682	50100 - Clairmont	501_Part	PRTTRAIL2	179	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L670551	ea	TRANSDUCER PRESSURE 0-15000PSI 4-20MA(N)	50100 - Clairmont	501_Part	S8-4-4	12	INSTRUMENT		10054786	BHD Instrumentation Ltd.
1000143	ea	TRANSFER CASE, NAMCO 131-D-XXSPS-N-999	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		10052776	NAMCO MACHINE & GEAR WORKS LTD
1001404	ea	PACKING, SOFT, DP SGWS 4" GD 2250, 2500, TLS-10, TLF, QLF, T	50100 - Clairmont	501_Part	S7-2	45	SPARE PART		10019918	A R THOMSON GROUP
10310937	ea	STAY ROD, PUMP WEIR SPM TWS2400LW TRIPLEX	50100 - Clairmont	501_Part	BAY 5	24	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L77203	ea	PUP JOINT, 3.0-1502 INTEGRAL 5' LG MXF DETACHABLE NUT	50100 - Clairmont	501_3Party	IronTPCCA1	11	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1001659	ea	BALL, E320-ALT14-10, TE3CO	50100 - Clairmont	501_3Party	Topco	4	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
1000132	ea	STATOR, TUB 125 BLENDER	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		10073862	CREATIVE ALLOY PRODUCTS CO
L45362X33	ea	FLOWMETER, 8", MAG, HI SIGNAL, POLY/TUNGSTEN, FM	50100 - Clairmont	501_Part	SHPBAY	1	INSTRUMENT		#N/A	#N/A
1000599	ea	TRANSFER CASE, COTTA TR2343-2	50100 - Clairmont	501_Part	TENT	1	Stocked		CA01-000200	COTTA TRANSMISSION COMPANY, LLC
10517989	ea	PUMP, ROTARY WAUKESHA 015-U2 11 GPM	50100 - Clairmont	501_Part	CRATE 2	1	SPARE PART		128501	APPLIED US ENERGY INC
L867386	ea	TRANSDUCER, PRESSURE/TEMP 18FF82FF & 18FF83FF	50100 - Clairmont	501_PART	S6-6-9	13	INSTRUMENT		135574	ZIMCO INSTRUMENTATION
10461636	EA	STUFFING BOX, FLUID END 4.50 GD TLF10	50100 - Clairmont	501_Part	PRTTRAIL4	4	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L865935	ea	PACKING 4.0 X 5.0 UTEX SUPER GOLD	50100 - Clairmont	501_Part	S7-2	19	SPARE PART		10019918	A R THOMSON GROUP
1000135	ea	BRIDGE, TUB 125E/125E-X BLENDER	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10073863	CREATIVE ALLOY PRODUCTS CO
10456506	EA	CLAMP ASSEMBLY, GRAYLOC, SIZE 6, FMC 592712000	50100 - Clairmont	501_Part	IRONCAN	7	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10426592	ea	VALVE, DISCHARGE/SUCTION REDLINE P5 GD PP1198592	50100 - Clairmont	501_Part	PRTTRAIL4	81	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
10401061	ea	PLUNGER, PUMP 4.50 COLMONOY GD PP1075486	50100 - Clairmont	501_Part	PRTTRAIL4	11	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L32915	ea	HUB, DRV AGTR-BLK BRUIN MDL #BB4	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10077706	WJAX INDUSTRIAL COMPONENTS LP
L872437	ea	TRANSDUCER, PRESSURE/EXTENDED	50100 -	501_PART	S6-6-9	10	INSTRUMENT		135574	ZIMCO

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		TEMP 18FF90FF 18FF91FF	Clairmont							INSTRUMENTATION
L867387	ea	TRANSDUCER,PRESSURE/TEMP 18FF84FF & 18FF85FF	50100 - Clairmont	501_PART	S6-6-9	12	INSTRUMENT		135574	ZIMCO
L63205	ea	CLAMP,TUBING 3.2625" STAUFF SPAL80921PPDPALASUW1	50100 - Clairmont	501_Part	IRONCAN	90	SPARE PART		10077706	INSTRUMENTATION WAJAX INDUSTRIAL COMPONENTS LP
10518912	ea	CHOKE BEAN,CROSSOVER ASSY SPM 2P43197	50100 - Clairmont	501_3Party	Topco	18	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L41923	ea	MOTOR,HYDRAULIC SAUER 90M130 90M130NC0N8N0F1W00E	50100 - Clairmont	501_Part	CRATE 2	2	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L878218	ea	PUMP,PISTON SAUER 90L130 KA1BC80R4T4F00G	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
1001706RW	ea	PUMP,MOTOR COMBO PERMCO P7500/M3000 2.5"	50100 - Clairmont	501_Part	S9-4-5	7	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
10360593	ea	VALVE,D/C HAWE 2 SECTION 24V	50100 - Clairmont	501_Part	S8-4-5	2	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L151	l	IntegraCare FP-12L	50200 - Red Deer	502_Chem	WetWarehse	1,074	CHEMICAL	Cement	10005854	UNIVAR CANADA LTD
L876099	ea	LUBE ASSEMBLY,AUTO 3 LUBE POINTS 12V	50100 - Clairmont	501_Part	S7-4	2	SPARE PART		#N/A	#N/A
1002862	kg	AQUCAR 742 – Microbiocide	50100 - Clairmont	501_Chem	WetWarehse	1,851	CHEMICAL		10073561	3313045 NOVA SCOTIA COMPANY
1000493-RW	ea	GENERATOR,SIMMAX 20KS-P1F-63,18KW REWORKED	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10074054	SIMSON MAXWELL
L674273	ea	UNION 1" FIG 206 LPT COMPLETE SS	50100 - Clairmont	501_Part	S6-4-4-3	23	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1000149	ea	COOLER,OIL GEARBOX NAMCO DCS 30	50100 - Clairmont	501_Part	TENT	2	SPARE PART		10052776	NAMCO MACHINE & GEAR WORKS LTD
L36585BJ-1	ea	PMP,SUCT VLV ASSY FOR CMT 60# SPR	50100 - Clairmont	501_PART	S6-2-4	16	SPARE PART		10021877	FORUM CANADA ULC
L327022-1	ea	ZZHRNS,ALLISON 9800 W/LOCKUP INHIBIT UEC	50100 - Clairmont	501_Part	E8-3	11	SPARE PART		10071848	SPECIALTY WIRE AND CABLE INC
L6647	ea	KIT,FLOWMETER (HOF) 6" 2900 TINT-G	50200 - Red Deer	502_Part	C-CAN BB2	2	INSTRUMENT		10070677	MUIS CONTROLS LTD
10484471	EA	PLUNGER,PUMP 4.500 COLMONOY 72 GD 450QLF038	50100 - Clairmont	501_Part	PRTTRAIL4	15	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L889898	ea	STUFFING BOX,FLUID END 4.500 FMC 2700 Q	50200 - Red Deer	502_Part	A01-E07	3	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L102437	ea	UNION,2.0-206 LPT	50100 - Clairmont	501_Part	BAY 5	162	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L31759	ea	UNION,3.0-206 FMC 3203048	50200 - Red Deer	502_Part	IRON	96	SPARE PART		10077026	TECHNIPFMC CANADA LTD

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										CORPORATION
L852952	ea	KIT,REPAIR SWIVEL JOINT 3.0 1502 TSI WECO	50100 - Clairmont	501_3Party	SPM	64	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1001719	ea	STAYROD,PUMP TWS2400/TWS2250 SPM 2P147689	50100 - Clairmont	501_Part	BAY 5	12	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L26377	ea	VALVE,BUTTERFLY KEYSTONE F990-CEE3 4" BUNA	50100 - Clairmont	501_Part	S4-6-4	39	SPARE PART		148886	FORT GARRY INDUSTRIES LTD
L51938	ea	VALVE,SERVO SAUER KVFBA1206	50100 - Clairmont	501_Part	S6-6-11	4	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
10405648	ea	STAYROD,PUMP 2500Q SGWS 1.75 X 1.75 GD	50100 - Clairmont	501_Part	BAY 5	20	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L71740	ea	KIT,VALVE RELIEF 2.0 FMC 3267382	50100 - Clairmont	501_Part	BAY 5	11	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L56793	ea	STAYROD,13" 16" PLGR F/1000-2250HP PUMP	50100 - Clairmont	501_Part	BAY 5	20	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
10414031	ea	PACKING,PLUNGER 4.5 EXTENDED SERVICE COMPLETE PMP	50100 - Clairmont	501_PART	S6-1-7	10	SPARE PART		10019918	A R THOMSON GROUP
10405649	ea	SLEEVE,STAYROD 2500Q SGWS PUMP GD 2PC	50100 - Clairmont	501_Part	BAY 5	20	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L27767	ea	FLOWMETER, TURBINE, 4", VICTAULIC, H2O/SAND, 3-PU	50100 - Clairmont	501_Part	S5-2-2	1	INSTRUMENT		#N/A	#N/A
L877909	ea	FITTING, GREASE, PLUG VALVE, GIANT BUTTON HEAD, DOUBLE CHECK	50100 - Clairmont	501_3Party	Topco	600	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L652384	ea	KEYSTONE F990-CEE3 12" BUTRFLY VALV	50100 - Clairmont	501_Part	S4-6-6	3	SPARE PART		#N/A	#N/A
L889895	ea	PLUNGER,PUMP 4.50 FMC 2700 TUNGSTEN COLMONOY COAT P562836	50100 - Clairmont	501_Part	IRONCAN	3	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L879992	ea	NUT,UNION WING 2.0-1502 FMC	50100 - Clairmont	501_3Party	SPM	111	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L873557	ea	LUBE ASSEMBLY,AUTO 5 LUBE POINTS 24V MAX	50100 - Clairmont	501_Part	S7-4	1	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC
L56184RW	ea	BOX ASSY,FRAC RMT UNIT UES2 RWRK	50100 - Clairmont	501_Part	E18-1	2	INSTRUMENT		#N/A	#N/A
L31058	ea	KIT,REPAIR VALVE PLUG 2.0X2.0 WECO 3208508	50100 - Clairmont	501_3Party	Topco	10	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L873035	ea	TRANSDUCER,PRESSURE/EXTENDED TEMP 18FF92FF 18FF93FF	50100 - Clairmont	501_PART	S6-6-9	7	INSTRUMENT		135574	ZIMCO INSTRUMENTATION
L59816	ea	PUMP,OILGEAR PVG-130-F1UV-LSFK P-1NN-SN	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10019963	BERENDSEN FLUID POWER LTD

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
L59816	ea	PUMP,OILGEAR PVG-130-F1UV-LSFK P-1NN-SN	50100 - Clairmont	501_Part	TENT	1	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L602105	ea	DRIVE BOX, BREVINI EM 1045-3.5:1 (R)	50100 - Clairmont	501_Part	S9-2-7	4	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L600705	ea	CABLE, SIGNAL, 10-6S CAP×10-6S CAP, 200'	50100 - Clairmont	501_Part	E4-3	16	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
1000149	ea	COOLER,OIL GEARBOX NAMCO DCS 30	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		10052776	NAMCO MACHINE & GEAR WORKS LTD
L869692	ea	KIT,REPAIR VALVE PLUG 1.000 X 2.000 ULT .	50100 - Clairmont	501_3Party	Topco	5	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1000165	ea	PUMP,PISTON,PARKER P2060L00C1C10LB20N00C3A1P,60CC,CCW	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L879964	ea	SEGMENT,UNION 2.0-1502 FMC	50100 - Clairmont	501_3Party	SPM	273	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1002580	ea	FLANGE,ASSY DISCHARGE PUMP 14"SCH80 HARD SURF FPP	50100 - Clairmont	501_Part	TENT	2	SPARE PART		CA01-000143	RISLEY STEEL SERVICES LTD
1001297	ea	STUD,FLANGE DISCHARGE 1.0-8 X 5.0 ASTM A354BD/SAE J429 GR8	50100 - Clairmont	501_Part	SHPBAY	200	SPARE PART		10061625	LEE SPECIALTY SEALS INC
10360498	ea	UNION SEAL,3.0 1502/1002/602 NTRL WINTERIZED	50100 - Clairmont	501_PART	S5-5-4	366	SPARE PART		10019918	A R THOMSON GROUP
1001672	ea	SEAT,VALVE 15K BV, E320-ALT12-10	50100 - Clairmont	501_3Party	Topco	4	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L602048	ea	CABLE, BJ-LAN, 12-10S90 CAP×12-10S CAP, 100'	50100 - Clairmont	501_Part	E3-3	16	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L1707	ea	VALVE,RELIEF KUNKLE 84-4-H 2" 14.8PSI	50100 - Clairmont	501_Part	S6-1-3	10	SPARE PART		10020107	KINGS ENERGY SERVICES LTD
L633059	ea	FILTER ELEMENT, HYDRAULIC, CARTRIDGE, B9=1000	50100 - Clairmont	501_Part	P2-1-2	15	SPARE PART		10074019	PUMPS & PRESSURE INC
L602440	ea	FILTER ELEMENT, DUST COLLECTOR, BP 12350400	50100 - Clairmont	501_Chem	BPBENCH	20	SPARE PART		10068867	CORONA SUPPLIES
1001197	l	MatrixCare CI-01	50100 - Clairmont	501_Chem	WetWarehse	1,294	CHEMICAL		CA01-000106	LAMBERTI CANADA INC
L879976	ea	SEGMENT,UNION 3.0-1502/1002 SPM	50100 - Clairmont	501_3Party	Topco	70	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
1002418	ea	SLEEVE, 4" STUFFING BOX (TLS10), PP1089797	50100 - Clairmont	501_Part	BAY 5	10	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L878616	ea	SEAL,STUFFING BOX FMC 2700 BHP QUINT P531549	50100 - Clairmont	501_Part	CRATE 1	65	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L25611	ea	STATOR PROGRESSIVE CAVITY NBR 3L4 PUMP	50100 - Clairmont	501_Part	S6-4-7	12	SPARE PART		CA01-000085	FloTech Inc

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
10426593	ea	SEAT,VALVE DISCHARGE/SUCTION REDLINE P5 GD PP1198682	50100 - Clairmont	501_Part	PRTTRAIL4	70	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L2002	ea	SHAFT AUGER TAIL END FLANGED 2" DIA	50100 - Clairmont	501_Part	S6-2-6	12	SPARE PART		#N/A	#N/A
L43662	ea	MOTOR,HYDRAULIC SAUER 90M075 90M075NC0N7N0S1W00N	50100 - Clairmont	501_Part	CRATE 2	2	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L879978	ea	SEGMENT,UNION 2.0-1502 SPM 3P10231	50100 - Clairmont	501_3Party	Topco	150	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L664925	ea	FILTER ELEMENT, HYDRAULIC, MICROGALASS III, TRIPLE	50100 - Clairmont	501_Part	P2-1-1	5	SPARE PART		10074019	PUMPS & PRESSURE INC
L890827	set	PACKING,PLUNGER 4.5 EXTENDED SERVICE HNBR	50100 - Clairmont	501_Part	S6-1-8	9	SPARE PART		10019918	A R THOMSON GROUP
L85862-1	ea	METER ASSY,LVL TANK RADAR E&H LVLFLEX	50100 - Clairmont	501_Part	E18-3	1	INSTRUMENT		10071870	STREAMLINE PROCESS MANAGEMENT INC
L637579	ea	MOTOR HYDRAULIC ROTORY PISTON 27.6 CI/REV	50100 - Clairmont	501_Part	S9-5-6	2	SPARE PART		#N/A	#N/A
L602105	ea	DRIVE BOX, BREVINI EM 1045-3.5:1 (R)	50100 - Clairmont	501_Part	CRATE 2	3	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L674189	ea	PUMP VANE T6CM 6.1 CI/REV	50100 - Clairmont	501_Part	CRATE 2	2	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L600000	ea	ROTOR PROGRESSIVE CAVITY 316SS 3L4 PUMP	50100 - Clairmont	501_Part	S6-4-4	5	SPARE PART		CA01-000085	FloTech Inc
10413988	ea	PKG,PLNGR 4.0 XTENDED SVC CMPT PMP	50100 - Clairmont	501_Part	S6-3-5	9	SPARE PART		100295	UTEX INDUSTRIES INC
1001707RW	ea	PUMP,MOTOR COMBO PERMCO P7500/M3000 2.0"	50100 - Clairmont	501_Part	S9-4-5	3	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L26743	ea	VALVE,BUTTERFLY KEYSTONE F990-CEE3 5" BUNA	50100 - Clairmont	501_Part	CRATE 4	12	SPARE PART		#N/A	#N/A
L600629	ea	FILTER ELEMENT, HYDRAULIC, PALL HC8200FKN13H	50100 - Clairmont	501_Part	P2-1-4	6	SPARE PART		#N/A	#N/A
L606688	ea	BRAKE ASSEMBLY, MICO #02-520-202	50100 - Clairmont	501_Part	S5-1-3	3	SPARE PART		10073616	WAJAX POWER SYSTEMS
L36627BJ-1	ea	PMP,DISCHARGE VLV ASSY FOR CMT 125# SPR	50100 - Clairmont	501_PART	S6-2-4	17	SPARE PART		10021877	FORUM CANADA ULC
L880031	ea	NUT,UNION WING 2.0-1502SPM 2P42139UP	50100 - Clairmont	501_3Party	Topco	33	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L705	ea	PLUNGER 4" BJ PMII SOLID	50100 - Clairmont	501_Part	S7-2-4	5	SPARE PART		#N/A	#N/A
L887242	ea	PONY ROD,PUMP FMC 2400 P542200	50100 -	501_Part	CRATE 1	1	SPARE PART		10077026	TECHNIPFMC

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
			Clairmont							CANADA LTD
1002493	ea	FAN,HUB ASSY 74/10-10/40/PAG/9WL/MACH FOR SF 3T3C/BR	50100 - Clairmont	501_Part	BAY 5	1	SPARE PART		10104203	GLOBAL HEAT TRANSFER ULC
L51938	ea	VALVE,SERVO SAUER KVFBA1206	50200 - Red Deer	502_Part	C-CAN BE2	3	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L878616	ea	SEAL,STUFFING BOX FMC 2700 BHP QUINT P531549	50100 - Clairmont	501_Part	S5-6-5	50	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L69048	ea	MANIFOLD,HYDRAULIC DAMAN BFP5KVF MOD	50100 - Clairmont	501_Part	TENT	1	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L28341	ea	ADAPTER, LAN, BJ, 12-10P×12-10P	50100 - Clairmont	501_PART	S6-6-5	29	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L24279	ea	ROTOR PROGRESSIVE CAVITY 316SS 3L6 PUMP	50100 - Clairmont	501_Part	S6-4-8	3	SPARE PART		CA01-000085	FloTech Inc
L27031	ea	VALVE,BUTTERFLY KEYSTONE F990-CEE3 3" BUNA	50100 - Clairmont	501_Part	S4-6-4	23	SPARE PART		148886	FORT GARRY INDUSTRIES LTD
L42682	ea	VALVE,SERVO SAUER KVFBA6206	50100 - Clairmont	501_Part	CRATE 4	2	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L31074	ea	PACKING,CHIKSAN 2.0 3143979	50100 - Clairmont	501_3Party	Topco	82	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L353	kg	Soda Ash	50100 - Clairmont	501_Chem	DryWarehse	4,291	CHEMICAL		10018742	DIVERSITY TECHNOLOGIES CORPORATION
L2101	ea	SEAT DISCHARGE VALVE PMII PUMP WS-4AH	50100 - Clairmont	501_PART	S6-2-4	14	SPARE PART		10021877	FORUM CANADA ULC
L712	ea	STUFFING BOX AUGER SHAFT DRIVE END	50100 - Clairmont	501_Part	S6-2-7	4	SPARE PART		#N/A	#N/A
1002449	ea	KIT,REPAIR REGULATR PRESSURE ORIFICE CAST IRON,RCS805RFC58	50100 - Clairmont	501_Part	S10-1-3	6	SPARE PART		10014412	SPARTAN CONTROLS LTD
L856303RW	ea	PUMP,LUBE POWER END GEARTEK D20R7C-TS REWORKED	50100 - Clairmont	501_Part	CRATE 2	2	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
1001566	ea	NUT,UNION WING 3.0-HD1, FMC - P564976	50100 - Clairmont	501_3Party	Topco	20	SPARE PART		10077026	TECHNIPFMC CANADA LTD
LX7305	ea	PROTECTOR,GAUGE E17-152W	50100 - Clairmont	501_Part	S4-1-14	3	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC
L8780	ea	PUMP PROGRESSIVE CAVITY 3L3-CDQ-AAA	50100 - Clairmont	501_Part	S7	2	SPARE PART		CA01-000085	FloTech Inc
1001197	l	MatrixCare CI-01	50200 - Red Deer	502_Chem	WetWarehse	770	CHEMICAL		CA01-000106	LAMBERTI CANADA INC
L43661	ea	PUMP,CENTRIFUGAL MISSION 6X5X11 6511SM-HA	50100 - Clairmont	501_Part	TENT	1	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW

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1002418	ea	SLEEVE, 4" STUFFING BOX (TLS10), PP1089797	50100 - Clairmont	501_Part	PRITTRAIL4	10	SPARE PART		10098597	ULC GARDNER DENVER CANADA CORPORATION
L870146	ea	ENCODER, OPTICAL, ANODIZED, HD600 PPR, E20 ADAPTER, FLEX COU	50100 - Clairmont	501_Part	S6-6-13	5	INSTRUMENT		#N/A	#N/A
L31764	ea	UNION,4.0-206 FMC 3205449	50100 - Clairmont	501_Part	BAY 5	20	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L12154	ea	KIT, FLOWMETER 4"HOF H04-75-1250-T-INT-G	50200 - Red Deer	502_Part	C-CAN BA1	1	INSTRUMENT		#N/A	#N/A
L24285	ea	STATOR PROGRESSIVE CAVITY NBR L3 PUMP	50100 - Clairmont	501_Part	S6-4-3	12	SPARE PART		CA01-000085	FloTech Inc
LX22136-1	ea	PICKUP, MAG 3 PIN 5-15VDC .625-18UNF-2A	50100 - Clairmont	501_Part	S6-6-6	15	INSTRUMENT		10073866	ELECTRONIC DATA DEVICES
L120420	ea	PMP, RING SEAL 4.5" SLC CS	50100 - Clairmont	501_Part	S6-1-9	10	SPARE PART		10074058	U M W-MARINE INC
L601764	ea	GREASE U-PAK 100 SUPERGOLD .5 LB STICK	50100 - Clairmont	501_Part	S4-1-3	70	SPARE PART		10020048	QUINCIE OILFIELD PRODUCTS
1001689	ea	LINER, EROSION 15K BV, E320-00010-10	50100 - Clairmont	501_3Party	Topco	4	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L601699	ea	CABLE, HOTLINE, TRACTOR, MALE×MALE, 15'	50100 - Clairmont	501_Part	S6-5-1	9	INSTRUMENT		10018871	TELEDYNE VARISYSTEMS
10443796	ea	VALVE ASSEMBLY, HYDRAULIC CARTRIDGE 2 WAY 2 POS SV4	50200 - Red Deer	502_Part	TRANS TOTE	13	SPARE PART		135476	MOTION INDUSTRIES CANADA INC
L600892	ea	KIT, FLOWMETER 6.00 HALLIBURTON#5.650	50200 - Red Deer	502_Part	C-CAN BC2	1	INSTRUMENT		10040226	MRC CANADA ULC
L670837	ea	HEAT GENERATOR DYNAMIC HYDRAULIC-DRIVEN (R)	50100 - Clairmont	501_Part	S9-3-6	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L29497	ea	VALVE, RELIEF KUNKLE #337 18PSI 2"X2"	50100 - Clairmont	501_Part	S6-1-2	6	SPARE PART		10020107	KINGS ENERGY SERVICES LTD
L892828	ea	KIT, SEAL SAFETY IRON 3.0-15K WEIR SPM	50100 - Clairmont	501_Part	S5-4-3	10	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L65551	ea	PONY ROD, PUMP SPM TWS2000/QWS2500	50100 - Clairmont	501_Part	CRATE 1	1	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
1000583	ea	PUMP, GEAR PERMCO P360L487AHZA15-6CZZA07-1	50100 - Clairmont	501_Part	CRATE 2	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L5645	ea	BAG, POLY, SHRINK WRAP	50200 - Red Deer	502_Chem	DryWarehse	240	SPARE PART		#N/A	#N/A
L25082	ea	ACTUATOR, PNEUMATIC, SINGLE ACTING, 90°, SPRING RETURN	50100 - Clairmont	501_Part	S4-6-2	3	SPARE PART		#N/A	#N/A
L882662	ea	KIT, REPAIR VALVE CHECK 2.0- 1502 FLAPPER	50100 - Clairmont	501_3Party	SPM	3	SPARE PART		10077026	TECHNIPFMC CANADA LTD

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
L42566	ea	CYLINDER, HYDRAULIC, 2.5" BORE×36" STROKE	50200 - Red Deer	502_Part	IRON SHACK	1	SPARE PART		103065	HYDRADYNE LLC
L84002-5	ea	CBL ASSY,TWO CAN P/T SNSR 12-4S->12-4P	50100 - Clairmont	501_Part	E13-2	7	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L24279	ea	ROTOR PROGRESSIVE CAVITY 316SS 3L6 PUMP	50100 - Clairmont	501_Part	S6-5-9	2	SPARE PART		CA01-000085	FloTech Inc
L24275	ea	ROTOR PROGRESSIVE CAVITY 3L4 PUMP	50100 - Clairmont	501_Part	S7-2	3	SPARE PART		CA01-000085	FloTech Inc
L24287	ea	STATOR PROGRESSIVE CAVITY NBR 3L6 PUMP	50100 - Clairmont	501_Part	S6-5-9	5	SPARE PART		CA01-000085	FloTech Inc
L75278	ea	VALVE,THERMOSTATIC AMOT 140 F 320 PSI 2BHCT14001	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10014412	SPARTAN CONTROLS LTD
L652571	ea	VLV,BUTTERFLY 10" WECO 12 DI/DI/NBR	50100 - Clairmont	501_Part	S4-5-5	2	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L43044	ea	PACKING,TRIPLEX COMPLETE PMP 3.5 UTEX	50200 - Red Deer	502_Part	A06-D02	14	SPARE PART		100295	UTEX INDUSTRIES INC
1001690	ea	KIT,VALVE BALL 15K, SOFT GOODS, TE3BV-0002-KIT	50100 - Clairmont	501_3Party	Topco	4	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
10490951	EA	SENSOR,LEVEL LIQUID LEVELFLEX FMP51 36"	50100 - Clairmont	501_Part	E18-3	1	INSTRUMENT		10071870	STREAMLINE PROCESS MANAGEMENT INC
L6214	ea	VALVE,BUTTERFLY KEYSTONE F990-CEE3 10"BUNA	50100 - Clairmont	501_Part	S4-6-5	4	SPARE PART		148886	FORT GARRY INDUSTRIES LTD
L600225	ea	ROTOR,PUMP PROGRESSIVE CAVITY 316SS 3L2	50100 - Clairmont	501_PART	S6-4-3-1	6	SPARE PART		CA01-000085	FloTech Inc
L40136	ea	FILTER ELEMENT, HYDRAULIC, 6 MICRON, MP FILTRI MP4376	50100 - Clairmont	501_Part	P2-1-3	15	SPARE PART		10074019	PUMPS & PRESSURE INC
10461634	EA	CARRIER, SEAL, 4.5", GD TLS10	50100 - Clairmont	501_Part	PRTTRAIL2	9	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L600875	ea	ROTOR PROGRESSIVE CAVITY 3L3 PUMP	50100 - Clairmont	501_Part	S6-4-8	4	SPARE PART		CA01-000085	FloTech Inc
L675880	ea	FITTING, HOSE, 100R1AT-16, 1" MNPT, SS316	50100 - Clairmont	501_Part	S6-4-7	13	SPARE PART		10026996	APPLIED INDUSTRIAL TECHNOLOGIES LP
L852952	ea	KIT,REPAIR SWIVEL JOINT 3.0 1502 TSI WECO	50100 - Clairmont	501_3Party	Topco	21	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L864695	ea	ENCODER, W/2 SHAFT FLIGHTS, I.S., 600 PPR, SS	50100 - Clairmont	501_Part	S6-6-13	2	INSTRUMENT		#N/A	#N/A
L602108	ea	PUMP DIAPHRAGM-GALYCOL 5GPM WILDEN	50100 - Clairmont	501_Part	S9-3-2	2	SPARE PART		10070863	JOHN BROOKS COMPANY LIMITED
L8804	ea	VALVE,PNEUMATIC DIRECTIONAL CONTROL 2-POS 4-WAY SOL	50100 - Clairmont	501_Part	S6-6-3	4	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L24225	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L6 PUMP	50100 - Clairmont	501_Part	S6-4-9	11	SPARE PART		CA01-000085	FloTech Inc
L678511	ea	PACKING LANTENNAERN RING SINGLE	50100 -	501_Part	CRATE 1	6	SPARE PART		10014423	TOPCO OILSITE

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
		4.5" FMC WSP	Clairmont							PRODUCTS LTD
L879964	ea	SEGMENT,UNION 2.0-1502 FMC	50100 - Clairmont	501_3Party	Topco	100	SPARE PART		10077026	TECHNIPFMC CANADA LTD
1001568	ea	NUT,UNION WING 3.0-EXL SPM - 2P41604	50100 - Clairmont	501_3Party	Topco	15	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L31058	ea	KIT,REPAIR VALVE PLUG 2.0X2.0 WECO 3208508	50100 - Clairmont	501_3Party	SPM	3	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L670588	ea	CABLE ASSEMBLY, COMMUNICATION, CANBUS, PT06 12-4	50100 - Clairmont	501_Part	E13-1	10	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L26905	ea	FILTER ELEMENT, HYDRAULIC, PTI PG120-HH	50100 - Clairmont	501_Part	P2-1-2	6	SPARE PART		10074019	PUMPS & PRESSURE INC
1002448	ea	KIT,REPAIR REGULATOR PRESSURE CS800, RCS800XYEL2	50100 - Clairmont	501_Part	S10-1-3	6	SPARE PART		10014412	SPARTAN CONTROLS LTD
L82252	ea	HARNESS ASSEMBLY,GPS/UECIII HAWK	50100 - Clairmont	501_Part	E18-1	3	INSTRUMENT		10001997	CYPRESS TECHNOLOGIES LP
L33246	ea	FILTER ELEMENT, HYDRAULIC, 6 MICRON ,DOUBLE, MP FILTRI MP439	50100 - Clairmont	501_Part	P2-1-5	6	SPARE PART		10074019	PUMPS & PRESSURE INC
L601697	ea	CABLE, HOTLINE, TRACTOR, RECPTICLE×PIGTAIL, 15'	50100 - Clairmont	501_Part	S6-6-1	6	INSTRUMENT		10018871	TELEDYNE VARISYSTEMS
L602581	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L4 PUMP	50100 - Clairmont	501_Part	S6-4-2-1	6	SPARE PART		CA01-000085	FloTech Inc
L57874	ea	KIT,REPAIR VALVE PLUG 3.0 ULT FMC 3265500	50200 - Red Deer	502_3Party	Topco	1	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L867385	ea	TRANSDUCER,PRESSURE/TEMP 18FF80FF & 18FF81FF	50100 - Clairmont	501_Part	S6-5-2	2	INSTRUMENT		135574	ZIMCO INSTRUMENTATION
10405686	ea	NUT,UNIFLANGE DISCHARGE GD PP1033191	50100 - Clairmont	501_Part	GD-1	200	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L862223	ea	SEAL,DISCH CVR GD3000 304TLS316 "D" RING, 304TLS316	50100 - Clairmont	501_Part	BAY 5	20	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L652571	ea	VLV,BUTTERFLY 10" WECO 12 DI/DI/NBR	50100 - Clairmont	501_Part	PRTTRAIL2	1	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10360521	ea	SEAL,OIL AXIAL MOTION 5.0X6.0X.91DOUBLE LIP	50100 - Clairmont	501_Part	S5-6-6	12	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L867269	ea	FILTER ELEMENT, HYDRAULIC, PALL HC9020FUS84	50100 - Clairmont	501_Part	P2-1-3	14	SPARE PART		10014365	ORBIT HYDRAULICS 1988 LTD
1002300	ea	FILTER ELEMENT,HYDRAULIC PARKER 933047Q	50100 - Clairmont	501_Part	P2-1-5	4	SPARE PART		10074019	PUMPS & PRESSURE INC
L25080	ea	ACTUATOR, PNEUMATIC, ROTARY, DOUBLE ACTING, 943 LB/IN@120PSI	50100 - Clairmont	501_Part	S4-6-2	4	SPARE PART		#N/A	#N/A
L87140-1	ea	XMTR ASSY,LVL ULTRA SONIC 10-6P TO XMTR	50100 - Clairmont	501_PART	S6-6-4	2	INSTRUMENT		10018871	TELEDYNE VARISYSTEMS

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
L600875	ea	ROTOR PROGRESSIVE CAVITY 3L3 PUMP	50100 - Clairmont	501_Part	S6-4-3-4	3	SPARE PART		CA01-000085	FloTech Inc
1002166	ea	KIT, ASSESORY DRIVE SEAL, CUMMINS, 3803852	50100 - Clairmont	501_Part	N12-8-3	7	SPARE PART		10014261	Cummins Western Canada
L856303RW	ea	PUMP,LUBE POWER END GEARTEK D20R7C-TS REWORKED	50100 - Clairmont	501_Part	S9-0-5	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L601842	ea	INVERTER,POWER 12-27.7VDC VANNER#91-10A	50100 - Clairmont	501_Part	S6-6-3	2	INSTRUMENT		#N/A	#N/A
L26743	ea	VALVE,BUTTERFLY KEYSTONE F990-CEE3 5" BUNA	50100 - Clairmont	501_Part	S4-6-6	5	SPARE PART		#N/A	#N/A
L601876	ea	VALVE,BUTTERFLY 5" WECO 12N DI/DI/RNR	50100 - Clairmont	501_Part	S4-4-5	5	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L652128	ea	VALVE,BALL 2"NPT FULL PORT 2KSI BALON	50100 - Clairmont	501_Part	S4-4-2	4	SPARE PART		10014516	RED L DISTRIBUTORS LTD
10410606	ea	PUMP,12VDC MARCH MODEL 809 HS-BR	50100 - Clairmont	501_Part	P3-1-1	2	SPARE PART		10073533	BANCROFT WESTERN SALES LTD
1001707	ea	PUMP,MOTOR COMBO PERMCO P7500/M3000 2.0"	50100 - Clairmont	501_Part	S9-4-5	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L1923	ea	VALVE,BALL WKM 2-B136-CS-03 2.0" NPT	50100 - Clairmont	501_Part	N10-4-5	4	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L25611	ea	STATOR PROGRESSIVE CAVITY NBR 3L4 PUMP	50100 - Clairmont	501_Part	S6-4-4	4	SPARE PART		CA01-000085	FloTech Inc
L3525	ea	SEAL,UNION 2.0-602/1002/1502 NITRILE COLD	50100 - Clairmont	501_Part	S5-5-3	210	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L602412	set	GAUGE, ADJUSTER, SLACK, GREASABLE, TRAILER AXLE	50100 - Clairmont	501_Part	S4-2-5	38	SPARE PART		1039968	MR SAFETY CHECK SYSTEMS INC
L1864	ea	SHAFT AUGER DRIVE END SPLINED SAE-6B	50200 - Red Deer	502_Part	C-CAN BD4	2	SPARE PART		10026980	EDGAR MACHINE WORKS
L75278RW	ea	VALVE,TSTATIC AMOT 140F 320PSI 2BHCT14001 REWORKED	50100 - Clairmont	501_Part	CRATE 4	2	SPARE PART		10014412	SPARTAN CONTROLS LTD
L75971	ea	WLAN,SPREAD SPECTRUM ASSEMBLY	50100 - Clairmont	501_Part	E18-1	1	INSTRUMENT		#N/A	#N/A
L31717	ea	UNION RETAINER RING,3.0-1502/1002/602 FMC	50100 - Clairmont	501_3Party	Topco	193	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L670592	ea	VALVE,BUTTERFLY 6" WECO 12N DI/DI/RDRB	50100 - Clairmont	501_Part	S4-4-5	4	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L652574	ea	ACTUATOR, PNEUMATIC, DOUBLE ACTING, 6"	50100 - Clairmont	501_Part	S4-3-5	2	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L600227	ea	STATOR PROGRESSIVE CAVITY NBR 3L2 PUMP	50100 - Clairmont	501_PART	S6-4-3-1	8	SPARE PART		CA01-000085	FloTech Inc
10431860	ea	UNION SEAL,2.0 1502/1002/602 NTRL WINTERIZED	50100 - Clairmont	501_Part	S5-5-3	63	SPARE PART		10019918	A R THOMSON GROUP
L600683	ea	FILTER ELEMENT, HYDRAULIC,	50100 -	501_Part	P2-1-2	8	SPARE PART		10074019	PUMPS & PRESSURE

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
		B9=1000, PG-030-HH	Clairmont							INC
L233899	ea	KIT,REPAIR SWIVEL JOINT 2.0 1502 LS-15 FMC	50100 - Clairmont	501_3Party	SPM	26	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L875801	ea	KIT,O-RING TEM MIXER 000011189	50100 - Clairmont	501_Part	S6-1-8	4	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC
L670598	ea	CABLE ASSEMBLY, CANBUS TEE, 12-4S×P×10-6S	50100 - Clairmont	501_Part	E13-2	6	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L856135	ea	TRANSMITTER,VIB 2 WIRE 4-20 MILLIAMP OUT	50100 - Clairmont	501_Part	S6-5-2	2	INSTRUMENT		10014412	SPARTAN CONTROLS LTD
L602581	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L4 PUMP	50100 - Clairmont	501_Part	S6-4-9	5	SPARE PART		CA01-000085	FloTech Inc
L851075	ea	PLUNGER,PUMP 4.500 SPM QWS 2000/2500 SPM	50100 - Clairmont	501_Part	S7-2-2	2	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L641584	ea	PUMP PROGRESSIVE CAVITY 3L2-CDQ-AAA	50100 - Clairmont	501_Part	S7-END	1	SPARE PART		CA01-000085	FloTech Inc
L652128	ea	VALVE,BALL 2"NPT FULL PORT 2KSI BALON	50200 - Red Deer	502_Part	A03-D04	3	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L652570	ea	VALVE,BUTTERFLY 6" WECO 12 DI/DI/NBR	50100 - Clairmont	501_Part	S4-4-5	4	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L674077	ea	ARM, PIVOT, VALVE ACTUATOR, TEM, SIDE-MOUNT	50100 - Clairmont	501_Part	S6-1-8	3	SPARE PART		10020317	KAYMOR MACHINING & WELDING LTD
L673286	ea	CABLE ASSEMBLY, SIGNAL, SPEED SENSOR	50100 - Clairmont	501_PART	S6-6-4	2	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L606597	ea	VALVE,SAMPLING PUSHBUTTON 14X1.5M	50100 - Clairmont	501_Part	S4-2-4	20	SPARE PART		10073616	WAJAX POWER SYSTEMS
L853005	ea	MOTOR,HYDRAULIC ROSS TG0335MS030FSAB SPEED SENSOR	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L884558	ea	SPRING,VALVE SUCTION/DISCHARGE5.0- 5.5 WING GUIDED	50100 - Clairmont	501_Part	S5-6-4	30	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L89768	ea	ADPT,SENSOR SPEED ALLISON S9800	50100 - Clairmont	501_Part	S6-6-6	8	SPARE PART		10074058	U M W-MARINE INC
10410968	ea	SEAT,VALVE 4.5-5.0 SPM DURALAST 2250 PUMP	50100 - Clairmont	501_Part	S7-2-2	10	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L7669	ea	VALVE,BUTTERFLY KEYSTONEF990-CEE3 2"BUNA	50100 - Clairmont	501_Part	S4-6-4	8	SPARE PART		#N/A	#N/A
L869692	ea	KIT,REPAIR VALVE PLUG 1.000 X 2.000 ULT .	50200 - Red Deer	502_3Party	Topco	2	SPARE PART		10077026	TECHNIPFMC CANADA LTD

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
L664441	ea	SWITCH TEMPERATURE SPDT 120#F .5"MPT	50100 - Clairmont	501_Part	S6-6-6	5	Stocked		10074019	PUMPS & PRESSURE INC
10461638	EA	NUT, GLND PKG 4.5 GD TLF10	50100 - Clairmont	501_Part	PRTTRAIL4	3	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L2059	ea	BEARING, BALL, PILOTED, FLANGE BLOCK 2"	50100 - Clairmont	501_Part	P3-3-2	4	SPARE PART		10026996	APPLIED INDUSTRIAL TECHNOLOGIES LP
10405688	ea	WASHER, TORQUE INDICATOR UNIFLANGE DISCHARGE GD	50100 - Clairmont	501_Part	GD-1	200	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
L879908	ea	BATTERY, LEAD ACID 12V GROUP 31S DIA 13x6.75x9.5	50100 - Clairmont	501_Part	SHPBAY	10	INSTRUMENT		10070751	FLEET BRAKE PART AND SERVICE LTD
L890992	ea	KIT, REPAIR VALVE PLUG 2.0 ULT150 1.75 BORE	50100 - Clairmont	501_3Party	Topco	1	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L1955	ea	VALVE, RELIEF 1"FPT BRASS ADJUSTABLE 60-170 PSI	50100 - Clairmont	501_Part	CRATE 4	3	SPARE PART		10020107	KINGS ENERGY SERVICES LTD
L853004	ea	MOTOR, HYDRAULIC ROSS TE0065AR130FSAB SPEED SENSOR	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L601695	ea	CABLE, HOTLINE, TRACTOR, PTR-40 FBH/B, 40'	50100 - Clairmont	501_Part	S6-4-1	4	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
10309579	ea	MODULE, DISPLAY/DIAGNOSTIC MURPHY PV101-C	50100 - Clairmont	501_Part	S6-6-1	2	INSTRUMENT		10014412	SPARTAN CONTROLS LTD
10453950	ea	TERMINAL, FM MIX TELEMATICS, P554558	50100 - Clairmont	501_Part	CRATE 1	9	SPARE PART		100602	FMC TECHNOLOGIES - FLUID CONTROL
L602381	ea	VALVE, CHECK .25" MP X MP SS W/CAP	50100 - Clairmont	501_Part	S4-1-5	30	SPARE PART		10020048	QUINCIE OILFIELD PRODUCTS
L871391	ea	ACTUATOR, PNEUMATIC, LOW TEMPERATURE, 12", DIRECT MOUNT	50100 - Clairmont	501_Part	S4-3-5	1	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L678879	ea	BOOT, SPRING RETAINER, A4"-C5.5", FMC WSP	50100 - Clairmont	501_Part	S5-6-4	29	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L664213	ea	COMPENSATOR, HYDRAULIC, 2.5", SAE	50100 - Clairmont	501_Part	S5-1-5-4	4	SPARE PART		10016380	NORCAN FLUID POWER LTD
L87843-1	ea	ZHARNASS ASSY, ALLISON 9810 GEN UECIII	50100 - Clairmont	501_Part	E8-3	2	SPARE PART		10069680	XACT TECHNOLOGIES LTD
L2071	ea	SAFETY CABLE .438" X 5' TRIPLE HOOK	50200 - Red Deer	502_Part	A07-END	5	SPARE PART		10021148	TITAN SUPPLY LP
10377730	ea	HOSEBUN, 4" HB400 W/O SLING	50100 - Clairmont	501_Part	S5-3-1	7	SPARE PART		#N/A	#N/A
L665292	ea	VALVE, RELIEF 2" NPT 25 PSI	50100 - Clairmont	501_Part	S6-1-2	2	SPARE PART		10020107	KINGS ENERGY SERVICES LTD
10461634	EA	CARRIER, SEAL, 4.5", GD TLS10	50100 - Clairmont	501_Part	PRTTRAIL4	8	SPARE PART		10098597	GARDNER DENVER CANADA

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										CORPORATION
L610038	ea	INSERT PIPE CLAMP 2" INTEGRAL	50100 - Clairmont	501_Part	S5-5-7	10	SPARE PART		10069678	WESTERN POLYMERS LTD
L8804	ea	VALVE,PNEUMATIC DIRECTIONAL CONTROL 2-POS 4-WAY SOL	50100 - Clairmont	501_Part	S5-3-5	2	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L674189	ea	PUMP VANE T6CM 6.1 CI/REV	50100 - Clairmont	501_Part	S9-2-3	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L601539	ea	CABLE, SIGNAL, 12698-NON-B-S90/S-00-35	50100 - Clairmont	501_Part	E6-3	9	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L600295	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L3 PUMP	50100 - Clairmont	501_Part	S6-4-3	6	SPARE PART		CA01-000085	FloTech Inc
L31719	ea	UNION RETAINER RING,2.0-1502 FMC 3226860	50100 - Clairmont	501_3Party	Topco	200	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L606635	ea	VALVE,BALL .125"FPT 4-WAY SS LT .125"ID	50100 - Clairmont	501_Part	N11-4-5	3	SPARE PART		#N/A	#N/A
L866990	ea	SEAL,D-RING CVR/SUC DISCHARGE 4.5-5 FE SPM QWS2500, P108232	50100 - Clairmont	501_Part	CRATE 1	15	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L146111	ea	HOSE,10FT MARTIN DECKER 10091458-005	50100 - Clairmont	501_Part	S4-1-14	2	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA
1002435RW	ea	MOTOR,HYDRAULIC, MEDIUM DISP,4.5CI, 19.4GPM, REWORK	50100 - Clairmont	501_Part	S9-2-5	1	SPARE PART		10077706	NOV ENERFLOW ULC
L111691	ea	GASKET, VICTAULIC, 10", STYLE 77, E-GRADE	50100 - Clairmont	501_Part	P2-3-4	6	SPARE PART		10014516	WAJAX INDUSTRIAL COMPONENTS LP
L878471	ea	BOOT, RETAINER, SUCTION VALVE, 4.0"-6.50", FMC 2700 BHP	50100 - Clairmont	501_Part	CRATE 1	27	SPARE PART		10077026	RED L DISTRIBUTORS LTD
L890710	ea	VALVE,PNEUMATIC VERSA KGG-4232-HC- 027-44-D012	50100 - Clairmont	501_Part	S5-3-4	1	SPARE PART		10016380	TECHNIPFMC CANADA LTD
L31802	ea	UNION BLANKING CAP,4.0 FIG 207 ORING FMC	50200 - Red Deer	502_Part	A03-F02	5	SPARE PART		10014423	NORCAN FLUID POWER LTD
10481069	EA	FILTER ELEMENT, HYDRAULIC, PARKER 941318Q	50100 - Clairmont	501_Part	P2-1-3	4	SPARE PART		10074019	TOPCO OILSITE PRODUCTS LTD
L666036	ea	PLUG-N-DIKE KIT PREMIX W/ANTI-FREEZE 10OZ	50100 - Clairmont	501_Part	S4-1-3	20	SPARE PART		10073996	PUMPS & PRESSURE INC
L601309	ea	CABLE, SIGNAL, I.S., 10-6S CAP×10-6P, CAP, 200'	50100 - Clairmont	501_Part	S6-4-1	3	INSTRUMENT		10069680	CENTURY VALLEN
LX309110	ea	SPRING,DISCHARGE .250 DRACO 17154	50100 - Clairmont	501_Part	PRTTRAIL4	34	SPARE PART		10098597	XACT TECHNOLOGIES LTD
										GARDNER DENVER CANADA CORPORATION

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L71307	ea	FILTER ELEMENT,HYD MP FILTRI	50100 - Clairmont	501_Part	P2-1-4	3	SPARE PART		10074019	PUMPS & PRESSURE INC
L890829	ea	GATOR/KODIAC PACKING,PLUNGER 4.5 EXTENDED	50100 - Clairmont	501_Part	S6-1-8	2	SPARE PART		#N/A	#N/A
L665811	ea	CHEM SERVICE VITON RELAY PLC-RSC-12DC/21HC SPDT 10A 12V	50100 - Clairmont	501_Part	S6-5-2	27	INSTRUMENT		10070640	KO HEN ELECTRONICS SUPPLY LTD
L27529	ea	VALVE,BUTTERFLY 6" KEYSTONE F990-CEE3-6	50100 - Clairmont	501_Part	S4-6-6	3	SPARE PART		#N/A	#N/A
L601309	ea	CABLE, SIGNAL, I.S., 10-6S CAP×10-6P, CAP, 200'	50100 - Clairmont	501_Part	E5-2	3	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L31719	ea	UNION RETAINER RING,2.0-1502 FMC 3226860	50100 - Clairmont	501_3Party	SPM	164	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L665236	ea	CONVERTER, POWER, 12-12VDC, 300W, ACON, MH SERIES	50100 - Clairmont	501_PART	S6-6-9	2	INSTRUMENT		#N/A	#N/A
L2618	ea	SPRING PUMP DISCHARGE VALVE BJ PMII STANDARD	50100 - Clairmont	501_Part	S6-2-5	18	SPARE PART		#N/A	#N/A
L873080	ea	KIT,SOLENOID SHIFTER 24V 23014422	50100 - Clairmont	501_Part	P3-1-2	2	SPARE PART		10073616	WAJAX POWER SYSTEMS
L29421	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L2 PUMP	50100 - Clairmont	501_Part	S6-4-3-2	6	SPARE PART		CA01-000085	FloTech Inc
L877147	ea	SEAL,PONY ROD GD PP1024777	50100 - Clairmont	501_Part	S5-6-3	5	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
1002450	ea	PUSH POST, REGULATOR PRESSURE CAST IRON GE44947X012	50100 - Clairmont	501_Part	S10-1-3	6	SPARE PART		10014412	SPARTAN CONTROLS LTD
L24285	ea	STATOR PROGRESSIVE CAVITY NBR L3 PUMP	50100 - Clairmont	501_Part	S6-4-8	3	SPARE PART		CA01-000085	FloTech Inc
L1689	ea	GAUGE, PRESSURE, 70 MPA (R), 6", PM, 1:1	50200 - Red Deer	502_Part	A08-C04	2	SPARE PART		10020048	QUINCIE OILFIELD PRODUCTS
L2676	ea	SEAL OIL 4.500" X 5.999" X .500" DOUBLE LIP	50100 - Clairmont	501_Part	S6-1-9	10	SPARE PART		135476	MOTION INDUSTRIES CANADA INC
L678509	ea	PACKING A-RING (THROAT) 4.5" FMC WSP	50100 - Clairmont	501_Part	S5-6-7	15	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L32913-1	ea	BUSH,AGTR-5.00 (PIPE) AGTR	50100 - Clairmont	501_Part	S6-2-5	1	SPARE PART		10061046	WILCO MACHINE & FAB INC
L600295	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L3 PUMP	50100 - Clairmont	501_Part	S6-4-8	4	SPARE PART		CA01-000085	FloTech Inc
L31717	ea	UNION RETAINER RING,3.0-1502/1002/602 FMC	50100 - Clairmont	501_3Party	SPM	108	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L232276	ea	DIAPHRAGM, CUP, VITON, MARTIN DECKER E40-1	50100 - Clairmont	501_Part	S4-1-5	10	SPARE PART		1039945	NATIONAL OILWELL VARCO CT/PP - CANADA NOV ENERFLOW ULC

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L600639	ea	FILTER ELEMENT, HYDRAULIC, PALL HC9400FKN26H	50100 - Clairmont	501_Part	P2-END	4	SPARE PART		10014365	ORBIT HYDRAULICS 1988 LTD
L871116	ea	SEAL,PONY ROD 2250/QWS 2500 PUMPS	50100 - Clairmont	501_Part	CRATE 1	5	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L874066	ea	FILTER ELEMENT, HYDRAULIC, CARTRIDGE, F-ARLON	50100 - Clairmont	501_Part	P2-1-3	2	SPARE PART		10074019	PUMPS & PRESSURE INC
L110785	ea	VALVE,BUTTERFLY 02.0 FMC 3229885-BJ1 DI DISC	50100 - Clairmont	501_Part	S4-4-3	3	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L641282	ea	COMPENSATOR, HYDRAULIC, 2", SAE	50100 - Clairmont	501_PART	S5-1-5	2	SPARE PART		10016380	NORCAN FLUID POWER LTD
L87899-1	ea	HARNESS ASSY,SIG CUM QSK50 UECIII GEN	50100 - Clairmont	501_Part	E8-2	2	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L75734	ea	SEAL,ROTO SPM BJS3000	50100 - Clairmont	501_Part	S5-6-3	2	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
1002451	ea	STEM,RELIEF VALVE DIAPHRAGM, GE27058X012	50100 - Clairmont	501_Part	S10-1-3	6	SPARE PART		10014412	SPARTAN CONTROLS LTD
L866149	ea	ZZMODULE,CTRL THRTL TROMBETTA S500-A60	50100 - Clairmont	501_PART	S6-6-4	2	SPARE PART		10073616	WAJAX POWER SYSTEMS
L851075	ea	PLUNGER,PUMP 4.500 SPM QWS 2000/2500 SPM	50100 - Clairmont	501_Part	CRATE 1	1	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L58979	ea	COUPLING, SHAFT, MAGNALOY, MODEL 600	50100 - Clairmont	501_Part	S5-2-4	3	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L678822	ea	GASKET, VICTAULIC, 14", STANDARD NBR, CODE-T (ORANGE STRIPE)	50100 - Clairmont	501_Part	P2-3-4	3	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L606689	ea	BRAKE LINING, KIT, MICO #20-060-087	50100 - Clairmont	501_Part	S5-1-3	4	SPARE PART		10073616	WAJAX POWER SYSTEMS
L3307	ea	SEAL,UNION 3.0-602/1002/1502 NITRILE COLD	50200 - Red Deer	502_Part	A05-B04	37	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L89937	ea	CLIP,RTNR SPEED SENSOR ALLISON S9800	50100 - Clairmont	501_Part	S6-6-6	6	SPARE PART		10074058	U M W-MARINE INC
L670598	ea	CABLE ASSEMBLY, CANBUS TEE, 12-4S×P×10-6S	50100 - Clairmont	501_Part	E13-1	3	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L606626	ea	TOTE-BALL VALVE2 PC 316SS ACO PALLET TANK	50100 - Clairmont	501_Part	S4-5-1	1	SPARE PART		#N/A	#N/A
10440857	EA	CBL,mA-V 10-6P CAP x 10-6S CAP x 1 FT	50100 - Clairmont	501_Part	E4-3	6	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
10488724	EA	BEARING, FEEDER, 6" DIAMETER, BULK TANK 2.00" ID	50100 - Clairmont	501_Part	P3-2-3	3	SPARE PART		10026996	APPLIED INDUSTRIAL TECHNOLOGIES LP
L2362	ea	SEGMENT SET UNION 3" FIG 1502 (QTY	50100 -	501_Part	S6-1-4	4	SPARE PART		10014423	TOPCO OILSITE

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
		3)FMC	Clairmont							PRODUCTS LTD
L65827X	ea	PICKUP,3PIN 11/16-24UNEF THREADS 5-15VDC	50100 - Clairmont	501_PART	S6-6-5	4	INSTRUMENT		#N/A	#N/A
L31781	ea	HANDLE,VALVE BUTTERFLY 8.0-10.0 WECO 3228018-BJ1	50100 - Clairmont	501_Part	S4-5-2	6	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L24225	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L6 PUMP	50100 - Clairmont	501_Part	S6-4-2-3	1	SPARE PART		CA01-000085	FloTech Inc
L673914	ea	CABLE ASSEMBLY, SIGNAL, TURK FLOW SENSOR ADAPTER	50100 - Clairmont	501_Part	E4-2	2	INSTRUMENT		10018871	TELEDYNE VARISYSTEMS
L671714	ea	BEARING, THRUST, NYLATRON, PADDLE SHAFT	50100 - Clairmont	501_Part	S4-1-9	2	SPARE PART		#N/A	#N/A
10426140	ea	REDUCER, ,DRIVE END L6 PUMP MOYNO B06091	50100 - Clairmont	501_Part	S6-4-2	3	SPARE PART		CA01-000085	FloTech Inc
L600909	ea	PACKING PROGRESSIVE CAVITY L6 PUMP	50100 - Clairmont	501_Part	S6-4-3	8	SPARE PART		CA01-000085	FloTech Inc
L1971	ea	VALVE,BUTTERFLY 3" WECO 12N DI/DI/NBR	50100 - Clairmont	501_Part	S4-4-4	3	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10316609	ea	NUT,WING UNION 3.0-1502 ANSON	50100 - Clairmont	501_3Party	SPM	2	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L87844-15	ea	CBL ASSY,XTNDR CANBUSS 8-4S TO 12-4P 15'	50100 - Clairmont	501_Part	E13-2	4	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L26617	ea	PACKING,2X3 1.875KING MISSION25015-02WBA	50100 - Clairmont	501_Part	S6-1-6	7	SPARE PART		#N/A	#N/A
L1685	ea	GAUGE, PRESSURE, 80 MPA, 6", PM, 4:1	50200 - Red Deer	502_Part	A08-C04	1	SPARE PART		10020048	QUINCIE OILFIELD PRODUCTS
1000233	ea	Sensor, Speed EMD Danfoss LSHT HYD Motor 11094003	50100 - Clairmont	501_Part	S6-6-6	2	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
L600893	ea	PACKING PROGRESSIVE CAVITY L4 PUMP	50100 - Clairmont	501_Part	S6-4-6	8	SPARE PART		CA01-000085	FloTech Inc
L8867	ea	CONNECTOR, BAYONET, ELECTRICAL, THRU BULKHEAD, 12-3PS	50100 - Clairmont	501_Part	E18-2	12	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L2700	ea	SEAL LIP 4.000" X 6.001" X .5" CRWH1 R	50100 - Clairmont	501_Part	S6-1-11	8	SPARE PART		#N/A	#N/A
L25080	ea	ACTUATOR, PNEUMATIC, ROTARY, DOUBLE ACTING, 943 LB/IN@120PSI	50200 - Red Deer	502_Part	A05-F02	1	SPARE PART		#N/A	#N/A
L664213	ea	COMPENSATOR, HYDRAULIC, 2.5", SAE	50100 - Clairmont	501_Part	S5-1-3	1	SPARE PART		10016380	NORCAN FLUID POWER LTD
10488830	EA	SEAL,FLANGE DISCHARGE D-RING 4.00-6.00 SPM	50100 - Clairmont	501_Part	BAY 5	10	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L601666	ea	HANDWHEEL,WATER VALVE 6" TEM #T10000969	50100 - Clairmont	501_Part	S6-1-4	3	SPARE PART		#N/A	#N/A
L866648	ea	SEAL,COVER SUCTION 4.5-5.0 FE SPM QWS 2500	50100 - Clairmont	501_Part	CRATE 1	8	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
1001667	ea	WASHER,THRUST STEM, E329-00015-10R0	50100 - Clairmont	501_3Party	Topco	4	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L13109	ea	CONNECTOR, BAYONET, ELECTRICAL, JAM NUT, MOUNT, 10-6P	50100 - Clairmont	501_Part	E18-2	21	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L323325-1	ea	HRNS ASSY,PWR CUM QSK50 T1/QSK60 T2 UEC3	50100 - Clairmont	501_PART	S6-5-8	1	INSTRUMENT		#N/A	#N/A
L601380	ea	SWITCH BATTERY DISCONNECT LEVER STYLE	50100 - Clairmont	501_PART	S6-6-10	5	INSTRUMENT		148886	FORT GARRY INDUSTRIES LTD
L28-0025	ea	UNION SUB,F 2.0-1502 W/SEAL RING	50100 - Clairmont	501_Part	N10-1-3	4	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L664868	ea	SWITCH TEMPERATURE SPDT 140#F .375"MP	50100 - Clairmont	501_Part	S6-6-6	3	INSTRUMENT		10074019	PUMPS & PRESSURE INC
L666342	ea	VALVE,SAMPLING PUSHBUTTON .563"-18 SAE	50100 - Clairmont	501_Part	S4-2-4	6	SPARE PART		10073616	WAJAX POWER SYSTEMS
L885827	ea	VALVE,CHECK PILOT .500 SAE VITON PARKER	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L3355	ea	SEAL,RUBBER AUGER SHAFT	50100 - Clairmont	501_Part	S6-1-9	20	SPARE PART		1015718	NORWESCO INDUSTRIES 1983 LTD
L87841-15	ea	CBL ASSY,CUM J1939 GEN UECIII 15 FT LG	50100 - Clairmont	501_Part	E13-2	3	INSTRUMENT		10069680	XACT TECHNOLOGIES LTD
L2561	ea	NIPPLE, PLE 2"LPT X 4" 6.9#/FT A519	50200 - Red Deer	502_Part	A03-F04	6	SPARE PART		#N/A	#N/A
L2352	ea	COUPLING, PIPE GROOVE, 5", STYLE 77, TYPE-T, BUNA-N	50100 - Clairmont	501_Part	P2-3-3	2	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L2743	ea	PACKING HEADER RING 4.5" X 5.5" NBR 80D	50100 - Clairmont	501_Part	S6-2-3	20	SPARE PART		#N/A	#N/A
L48666	ea	GASKET, WEST COAST, 597-N, NEO	50200 - Red Deer	502_Part	A07-END	7	SPARE PART		130833	WEST COAST ENGINEERED PRODUCTS
L676840	ea	SEAL DISCHARGE FLANGE 3" 1502FEM FMC WSP	50100 - Clairmont	501_Part	CRATE 1	5	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L674084	ea	ADAPTER, ROD-END, WATER VALVE, TEM, SIDE-MOUNT	50100 - Clairmont	501_Part	S6-1-8	4	SPARE PART		#N/A	#N/A
L24233	ea	HOUSING REDUCER P-CAVITY L4 PUMP	50100 - Clairmont	501_Part	S6-4-2	2	SPARE PART		CA01-000085	FloTech Inc
LX20501	ea	NUT,RETAINER GAUGE PROTECTOR NOV J-79	50100 - Clairmont	501_Part	S4-1-5	4	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L2474	ea	SUB MALE UNION 2" FIG 1502 2" LPT	50100 - Clairmont	501_Part	N10-1-3	5	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L1793	ea	VALVE,BUTTERFLY 5" WECO 12N DI/DI/NBR	50100 - Clairmont	501_Part	S4-5-3	1	SPARE PART		10077026	TECHNIPFMC CANADA LTD
L600893	ea	PACKING PROGRESSIVE CAVITY L4 PUMP	50100 - Clairmont	501_Part	S6-4-5	5	SPARE PART		CA01-000085	FloTech Inc

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L2941	ea	GASKET, VICTAULIC, 8", STANDARD NBR CODE-T (ORANGE STRIPE)	50100 - Clairmont	501_Part	P2-3-4	5	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L631035	ea	CLEVIS, YOKE, C/W, PIN	50100 - Clairmont	501_Part	S4-1-12	10	SPARE PART		135476	MOTION INDUSTRIES CANADA INC
L601697	ea	CABLE, HOTLINE, TRACTOR, RECPTICLE×PIGTAIL, 15'	50100 - Clairmont	501_Part	C11	2	INSTRUMENT		10018871	TELEDYNE VARISYSTEMS
L627388	ea	TRACK ROLLER 2" MCMASTER-CARR 6318K48	50200 - Red Deer	502_Part	A04-F04	2	SPARE PART		135476	MOTION INDUSTRIES CANADA INC
L666149	ea	CONVERTER, POWER, 30-24VDC, 300W, ACON, MH SERIES	50100 - Clairmont	501_PART	S6-6-9	1	INSTRUMENT		#N/A	#N/A
1002364	ea	VALVE,CHECK FUEL,SERIES 60, 23516918	50100 - Clairmont	501_Part	P3-1-4	1	SPARE PART		10073616	WAJAX POWER SYSTEMS
L2304	ea	UNION COMPLETE 1.5" FIG 200 2"LPT	50200 - Red Deer	502_Part	A03-F03	4	SPARE PART		#N/A	#N/A
1001788	ea	BELT, V RIBBED, CUMMINS, 5412994	50100 - Clairmont	501_Part	CUMMINS	5	SPARE PART		10014261	Cummins Western Canada
L3014	ea	SEAL POLYPAK 25004500-375B 80D CARBX NBR	50100 - Clairmont	501_Part	S6-2-5	6	SPARE PART		10061625	LEE SPECIALTY SEALS INC
L600879	ea	PACKING PROGRESSIVE CAVITY L3 PUMP	50100 - Clairmont	501_Part	S6-4-6-4	10	SPARE PART		CA01-000085	FloTech Inc
L678509	ea	PACKING A-RING (THROAT) 4.5" FMC WSP	50100 - Clairmont	501_Part	CRATE 1	5	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
10426139	ea	REDUCER, ,DRIVE END L3 PUMP MOYNO B30091	50100 - Clairmont	501_Part	S6-4-2	2	SPARE PART		CA01-000085	FloTech Inc
L29421	ea	KIT CONNECTING ROD PROGRESSIVE CAVITY L2 PUMP	50100 - Clairmont	501_Part	S6-4-8	2	SPARE PART		CA01-000085	FloTech Inc
L602642	ea	MOTOR HYDRAULIC ORBITAL 2.97 CI/REV DH50	50100 - Clairmont	501_Part	S9-5-2	1	SPARE PART		10016380	NORCAN FLUID POWER LTD
1000233	ea	Sensor, Speed EMD Danfoss LSHT HYD Motor 11094003	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		10019963	BERENDSEN FLUID POWER LTD
LX20501	ea	NUT,RETAINER GAUGE PROTECTOR NOV J-79	50100 - Clairmont	501_3Party	Topco	2	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L13612	ea	GASKET, VICTAULIC, 5", STANDARD NBR, CODE-T (ORANGE STRIPE)	50100 - Clairmont	501_Part	P2-3-3	4	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L2719	ea	VALVE,PNEUMATIC DIRECTIONAL CONTROL .125"NPT 3-WAY 2-POS	50200 - Red Deer	502_Part	A11-D08	4	SPARE PART		#N/A	#N/A
L88184-1	ea	BUSH,MIXWTR BJ TEM JET MXR NYLON	50200 - Red Deer	502_Part	A06-C02	3	SPARE PART		#N/A	#N/A
L863625	ea	SEAL,COVER SUCTION 4.5-5.0 HP GD 306TLS316	50100 - Clairmont	501_Part	CRATE 1	4	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION
LDN6880860	ea	GASKET, LOCKUP, VALVE BODY, ALLISON 6880860	50200 - Red Deer	502_Part	TRANS TOTE	10	SPARE PART		10073616	WAJAX POWER SYSTEMS
L2937	ea	GASKET, VICTAULIC, 6", STANDARD, CODE-T (ORANGE STRIPE)	50100 - Clairmont	501_Part	P2-3-3	3	SPARE PART		10014516	RED L DISTRIBUTORS LTD

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L6157	ea	GASKET, VICTAULIC, 3", STANDARD NBR, CODE-T (ORANGE STRIPE)	50100 - Clairmont	501_Part	P2-3-3	4	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L631785	ea	SWITCH TEMPERATURE SPDT 120#F .375"MPT	50100 - Clairmont	501_Part	S6-6-6	2	INSTRUMENT		10074019	PUMPS & PRESSURE INC
10407748	ea	LATCH,BOX FIRE EXTINGUISHER 1100-6668	50100 - Clairmont	501_Part	N12-11-8	2	SPARE PART		10071951	TYCROP MANUFACTURING LTD
L118469	ea	SEAL,OIL NATIONAL 415437	50200 - Red Deer	502_Part	A06-D02	5	SPARE PART		135476	MOTION INDUSTRIES CANADA INC
L670899	ea	COVER, VACUUM BREAKER, TEM MIXER	50100 - Clairmont	501_Part	S6-1-6	3	SPARE PART		#N/A	#N/A
L600879	ea	PACKING PROGRESSIVE CAVITY L3 PUMP	50100 - Clairmont	501_Part	S6-4-5	6	SPARE PART		CA01-000085	FloTech Inc
1000163	ea	INSTALLATION KIT,TYPE,HYDRAULIC ACTUATOR,DANFOSS 160N1171	50100 - Clairmont	501_Part	S9-5-3	1	SPARE PART		10077706	WAJAX INDUSTRIAL COMPONENTS LP
L600909	ea	PACKING PROGRESSIVE CAVITY L6 PUMP	50100 - Clairmont	501_Part	S6-4-6	2	SPARE PART		CA01-000085	FloTech Inc
L2867	ea	RING SPACER LARGE BRONZE AUGER PACKING	50100 - Clairmont	501_Part	S6-1-9	2	SPARE PART		#N/A	#N/A
LL28223	l	FLUID, RECORDER, PARAFLEX HT4(RED), PER L	50100 - Clairmont	501_Part	S6-3-3	2	SPARE PART		10020048	QUINCIE OILFIELD PRODUCTS
L3109	ea	GASKET, VICTAULIC, 4", STANDARD NBR, CODE-T (ORANGE STRIPE)	50100 - Clairmont	501_Part	P2-3-3	3	SPARE PART		10014516	RED L DISTRIBUTORS LTD
L28497	ea	GREASE,HIGH PRESSUREURE 8204-K(STK)	50100 - Clairmont	501_Part	S4-1-6	3	SPARE PART		#N/A	#N/A
L602640	ea	BREAKER, CIRCUIT, 12.5A, PANEL MOUNT, MANUAL RESET	50100 - Clairmont	501_PART	S6-6-4	5	INSTRUMENT		10070640	KO HEN ELECTRONICS SUPPLY LTD
10428364	ea	SENSOR,DDC SERIES 60 OIL/FUEL PRESSURE	50100 - Clairmont	501_Part	P3-1-4	1	SPARE PART		10073616	WAJAX POWER SYSTEMS
L31856	ea	SWITCH,TOGGLE 1 POLE 3 POS 10A .468 SCREW TERMINAL	50100 - Clairmont	501_PART	S6-6-4	10	INSTRUMENT		10070640	KO HEN ELECTRONICS SUPPLY LTD
L3069	ea	RING SPACER SMALL BRONZE AUGER PACKING	50100 - Clairmont	501_Part	S6-1-9	2	SPARE PART		#N/A	#N/A
L675965	ea	PACKING PROGRESSIVE CAVITY L2 PUMP	50100 - Clairmont	501_Part	S6-4-5	4	SPARE PART		CA01-000085	FloTech Inc
L852346	ea	GASKET, VICTAULIC, 2.5", STYLE 75-77-78, GRADE T	50100 - Clairmont	501_Part	P2-3-3	4	SPARE PART		10014516	RED L DISTRIBUTORS LTD
1001621	ea	BUSHING,THROAT, O-RING	50100 - Clairmont	501_Part	SHPBAY	1	SPARE PART		CA01-000135	DONALD J OCONNOR
L606394	ea	BREAKER, CIRCUIT, 135A, PANEL MOUNT, MANUAL RESET	50100 - Clairmont	501_PART	S6-6-9	3	INSTRUMENT		#N/A	#N/A
L600903	ea	RING LANTERN PROGRESSIVE CAVITY L4 PUMP	50100 - Clairmont	501_Part	S6-4-10	3	SPARE PART		#N/A	#N/A

Item number	Unit	Product name	Site	Warehouse	Location	Physical inventory	Item Category	Reporting Level 1	Vendor #	Vendor Name
L29015	ea	PLATE,NOTCH - 2"-6" KEYSTONE# 108926	50100 - Clairmont	501_Part	S4-1-13	13	SPARE PART		10020166	APEX DISTRIBUTION INC
L60107	ea	SEAL,OIL NATL #450472	50200 - Red Deer	502_Part	A04-F04	3	SPARE PART		#N/A	#N/A
L601192	ea	BREAKER, CIRCUIT, 30A, PANEL MOUNT, MANUAL RESET	50100 - Clairmont	501_PART	S6-6-4	5	INSTRUMENT		10070640	KO HEN ELECTRONICS SUPPLY LTD
L650649	ea	UNION 2" FIG 206 2"LPT COMPLETE	50200 - Red Deer	502_Part	A03-F03	1	SPARE PART		#N/A	#N/A
1002362	ea	GASKET,COVER VALVE,SERIES 60, 23511992	50100 - Clairmont	501_Part	P3-1-4	1	SPARE PART		10073616	WAJAX POWER SYSTEMS
L28011	ea	SEAL UNION 1" FIG 1502 NBR	50100 - Clairmont	501_Part	S6-1-5	7	SPARE PART		#N/A	#N/A
L606609	ea	VALVE,SAMPLING PUSHBUTTON KP14NV .25"NPT	50100 - Clairmont	501_Part	S4-2-4	1	SPARE PART		10073616	WAJAX POWER SYSTEMS
L602790	ea	BREAKER, CIRCUIT, 20A, PANEL MOUNT, MANUAL RESET	50100 - Clairmont	501_PART	S6-6-4	4	INSTRUMENT		10070640	KO HEN ELECTRONICS SUPPLY LTD
1001688	ea	SPRING,SEAT QAVE, E320-10023-10P	50100 - Clairmont	501_3Party	Topco	8	SPARE PART		10014423	TOPCO OILSITE PRODUCTS LTD
L65644	ea	SEAL,DISCHARGE FLANGE SPM TWIN 2000 TRIPLEX	50100 - Clairmont	501_Part	CRATE 1	4	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
10428365	ea	SENSOR,PRESSURE DDC 23527830	50100 - Clairmont	501_Part	P3-1-4	1	SPARE PART		10073616	WAJAX POWER SYSTEMS
L353	kg	Soda Ash	50200 - Red Deer	502_Chem	DryWarehse	275	CHEMICAL		10018742	DIVERSITY TECHNOLOGIES CORPORATION
L3153	ea	SPRING AUGER PACKING 2.75"OD X 2.75"FL	50100 - Clairmont	501_Part	S6-1-9	2	SPARE PART		#N/A	#N/A
L75736	ea	SEAL,ROTARY UNION SPM BJS3000, 172373TB-H-BX, CR17271	50100 - Clairmont	501_Part	S5-6-3	2	SPARE PART		10040600	SPM FLOW CONTROL LTD (Canada)
L601372	ea	SWITCH, ACTUATOR, EMERGENCY STOP, PUSHBUTTON	50100 - Clairmont	501_Part	S6-6-6	1	SPARE PART		#N/A	#N/A
L650640	ea	UNION 1" FIG 200 1"LPT COMPLETE	50100 - Clairmont	501_Part	N11-5-3	1	SPARE PART		10077026	TECHNIPFMC CANADA LTD
10428367	ea	SENSOR,PRESS MAP DDC 23527831	50100 - Clairmont	501_Part	P3-1-4	1	SPARE PART		10073616	WAJAX POWER SYSTEMS
L3515	ea	RETAINER RING EXTERNAL MS16624-325 BASIC	50100 - Clairmont	501_Part	S6-1-4	4	SPARE PART		#N/A	#N/A
L3171	ea	RETAINER RING EXTERNAL MS16624-450 BASIC	50100 - Clairmont	501_Part	S6-1-4	2	SPARE PART		#N/A	#N/A
L873421	ea	FILTER ELEMENT, HYDRAULIC, DONALDSON P174298	50100 - Clairmont	501_Part	P2-1-5	8	SPARE PART		#N/A	#N/A
L674076	ea	LINK PIVOT ARM TEM SIDE-MOUNT ACTUATOR	50100 - Clairmont	501_Part	CRATE 4	1	SPARE PART		#N/A	#N/A

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1001640	ea	FILTER ELEMENT, HYDRAULIC, PARKER 937399Q	50100 - Clairmont	501_Part	P2-1-4	5	SPARE PART		#N/A	#N/A
L881508	ea	FILTER ELEMENT, HYDRAULIC, PARKER 937395Q	50100 - Clairmont	501_Part	P2-1-5	2	SPARE PART		#N/A	#N/A
L675965	ea	PACKING PROGRESSIVE CAVITY L2 PUMP	50100 - Clairmont	501_Part	S6-4-6-4	2	SPARE PART		CA01-000085	FloTech Inc
10314813	ea	VALVE, HAWKE PROPORTIONAL	50100 - Clairmont	501_Part	CRATE 2	2	SPARE PART		#N/A	#N/A
1002418	ea	SLEEVE, 4" STUFFING BOX (TLS10), PP1089797	50100 - Clairmont	501_Part	GD-1	6	SPARE PART		10098597	GARDNER DENVER CANADA CORPORATION

IT Assets

IT Item	Location	Name	Type / Model	Model / Serial / Service Tag	Unit Count
Computers	All	Dell Laptops & Desktops w Peripherals (docking station, monitors, mouse, keyboard) assigned to Transferred Employees or Engineering Team			200
Firewalls	Calgary	MERAKI MX84 CLOUD MANAGED SECURITY		Q2JN-M5AK-WBSM	1
Firewalls	Clairmont	MERAKI MX84 CLOUD MANAGED SECURITY		Q2PN-XDEM-QZJX	1
Firewalls	Shreveport	MERAKI MX84 CLOUD MANAGED SECURITY		Q2PN-C2XM-GGKG	1
Firewalls	Tomball	MERAKI MX84 CLOUD MANAGED SECURITY		Q2JN-4HSU-BBGC	1
Firewalls	Tomball	MERAKI MX84 CLOUD MANAGED SECURITY		Q2JN-WXHL-WQSV	1
Firewalls	Tomball	MERAKI MX84 CLOUD MANAGED SECURITY		Q2PN-N55H-PM32	1
Firewalls	Tomball	MERAKI MX84 CLOUD MANAGED SECURITY		Q2PN-EY2D-PBFG	1
Firewalls	Tomball	MERAKI MX84 CLOUD MANAGED SECURITY		QP2N-3QTX-RNHA	1
Firewalls	Tomball	MERAKI MX84 CLOUD MANAGED SECURITY		Q2PN-9SBQ-RL7S	1
Firewalls	Yukon	MERAKI MX84 CLOUD MANAGED SECURITY		Q2PN-BSXE-Z4ZJ	1
Network Switches	Clairmont	CA-CLA-SW05	Catalyst WS-C3560CX-12PC-S	WS-C3560CX-12PC-S	1
Network Switches	Clairmont	CA-CLA-SW06	Catalyst 3560X 24 PoE	WS-C3560X-24P-L	1
Network Switches	Clairmont	CA-CLA-SW07	Catalyst 3560X 48 PoE	WS-C3560X-48P-L	1
Network Switches	Clairmont	CA-CLA-MAIN-SW	Cisco Catalyst 29xxStack	WS-C2960X-48LPS-L	1
Network Switches	Clairmont	CA-CLA-SW01	Catalyst 37xx Stack	WS-C3750X-48P-S	1

IT Item	Location	Name	Type / Model	Model / Serial / Service Tag	Unit Count
Network Switches	Clairmont	CA-CLA-SW02	Cisco Catalyst 29xxStack	WS-C2960X-24PS-L	1
Network Switches	Clairmont	CA-CLA-SW03	Catalyst 37xx Stack	WS-C3750G-24PS-S	1
Network Switches	Clairmont	CA-CLA-SW04	Catalyst 3560X 24 PoE	WS-C3560X-24P-L	1
Network Switches	Shreveport	US-SHR-SW05	Catalyst 3560X 24 PoE	WS-C3560X-24P-L	1
Network Switches	Shreveport	US-SHR-SW06	Cisco Catalyst 29xxStack	WS-C2960X-24PS-L	1
Network Switches	Shreveport	US-SHR-SW08	Catalyst 37xx Stack	WS-C3750X-48P-S	1
Network Switches	Shreveport	US-SHR-MAIN-SW	Catalyst 37xx Stack	WS-C3750X-48P-S	1
Network Switches	Shreveport	US-SHR-SW01	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Network Switches	Shreveport	US-SHR-SW02	Cisco Catalyst 3560CG-8PC-S	WS-C3560CG-8PC-S	1
Network Switches	Shreveport	US-SHR-SW03	Catalyst 3560X 48 PoE	WS-C3560X-48P-L	1
Network Switches	Shreveport	US-SHR-SW04	Catalyst 3560X 24 PoE	WS-C3560X-24P-L	1
Network Switches	Tomball	us-tomb-teng-gs-s1.bjservices.com	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Network Switches	Tomball	US_TOMB_ENG_IDF1_S1.bjservices.com	Cisco	C9200L-48P-4X	1
Network Switches	Tomball	us-tomb-teng-idc2-s1.bjservices.com	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Network Switches	Tomball	us-tomb-teng-idc2-s2.bjservices.com	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Network Switches	Tomball	us-tomb-teng-idc3-s1.bjservices.com	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Network Switches	Tomball	us-tomb-teng-idc3-s2.bjservices.com	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Network Switches	Tomball	us-tomb-teng-idc3-s3.bjservices.com	Catalyst 37xx Stack	WS-C3750X-24P-S	1
Physical Server	Clairmont	2*Intel Xeon E5-2623 2.6GHz	R430	5G54JH2	1
Physical Server	Shreveport	2*Intel Xeon E5-2623 2.6GHz	R430	84SVHH2	1
Physical Server	Tomball	2* Intel Xeon X5550 2.6GHz	R710	26VSLM1	1
Physical Server	Tomball	2* Intel Xeon X5550 2.6GHz	R710	26TTLM1	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	84TTHH2	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	5GKVHH2	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	5GKTHH2	1
Physical Server	Tomball	2*Intel Xeon E5-2630 2.4GHz	R720	JXNQXQ1	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R720	4W3JSW1	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	3QDVJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R710	HZ97VK1	1
Physical Server	Tomball	2*Intel Xeon E5-2630 2.4GHz	R320	H3CXHX1	1

IT Item	Location	Name	Type / Model	Model / Serial / Service Tag	Unit Count
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	5GM5JH2	1
Physical Server	Tomball	2*Intel Xeon E5-2650 2.2GHz	R430	3QDPJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2650 2.2GHz	R430	3QDQJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2650 2.2GHz	R430	3QDSJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	3QDTJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2623 2.6GHz	R430	3QDWJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2650 2.2GHz	R430	3QDRJH2	1
Physical Server	Tomball	2*Intel Xeon E5-2650 2.6GHz	R730	6XS4HH2	1
Physical Server	Tomball	Intel Xeon Gold 6142 2.6G	R740XD	C16VMN2	1
Physical Server	Tomball	Intel Xeon Gold 6142 2.6G	R740XD	C166CP2	1
Physical Server	Tomball	Intel Xeon Gold 6142 2.6G	R740XD	C15WMN2	1
Physical Server	Tomball	Intel Xeon Gold 6142 2.6G	R740XD	C15XMN2	1
Physical Server	Tomball	Intel Xeon Gold 6142 2.6G	R740XD	C165CP2	1
Physical Server	Tomball	Intel Xeon Gold 6142 2.6G	R740XD	C167CP2	1
TV Screens	Clairmont	QM55H	XD233	R3G765000326	1
TV Screens	Shreveport	QM55H	XD233	R3G75R001030	1
TV Screens	Shreveport	QM55H	XD233	R3G758001264	1
TV Screens	Tomball	QM55H	XD233	R3G73V004638	1
TV Screens	Tomball	QM55H	XD233	R3G731004706	1
TV Screens	Tomball	QM55H	XD233	R3G73C004701	1
TV Screens	Tomball	QM55H	XD233	R3G75D001083	1
TV Screens	Tomball	QM55H	XD233	R3G758001085	1
TV Screens	Tomball	QM55H	XD233	R3G757001217	1
TV Screens	Tomball	QM55H	XD233	R3G75A001263	1
TV Screens	Tomball	QM55H	XD233	R3G75H001302	1
TV Screens	Tomball	QM55H	XD233	R3G75J001311	1
TV Screens	Tomball	DM82D	XD233	R3G75S001658	1
TV Screens	Tomball	QM55H	XD233	R3G75R001668	1
TV Screens	Tomball	QM55H	XD233	R3G75V001708	1
TV Screens	Tomball	DM82D	XD233	R3G75G002062	1

IT Item	Location	Name	Type / Model	Model / Serial / Service Tag	Unit Count
TV Screens	Tomball	QM55H	XD233	R3G78P005456	1
TV Screens	Tomball	QM55H	XD233	R3J7AK002078	1
TV Screens	Tomball	QM55H	XD233	R3J7A8002100	1
TV Screens	Tomball	QM55H (Mobile Screen and Stand)	XD233	07D03CZK504512D	\$ 1.00
UPS	Shreveport	APC	SMX3000RMLV2UNC	AS1812351253	1
UPS	Shreveport	APC	SMX3000RMLV2UNC	AS1812351257	1
UPS	Shreveport	APC	SMX3000RMLV2UNC	AS1848161577	1
UPS	Shreveport	APC	SMX3000RMLV2UNC	AS1902163056	1
UPS	Shreveport	APC	SMX3000RMLV2UNC	AS1848161579	1
UPS	Tomball	APC	SMX3000LVNC	AS1837255982	1
UPS	Tomball	APC	SMX3000LVNC	AS1837255979	1
UPS	Tomball	APC	SMX3000LVNC	AS1837255984	1
UPS	Tomball	APC	SMX3000LVNC	AS1837255979	1
WAPs	Tomball	BJSTOMAPTPAD1-01	MR42	Q2KD-RT4M-EK84	1
WAPs	Tomball	BJTOMAPADM1-06	MR42	Q2KD-YC3Y-C3X7	1
WAPs	Tomball	BJSTOMAPTPAD2-01	MR42	Q2KD-M47D-7GZ5	1
WAPs	Tomball	BJSTOMWHSSHIPAP1-01	MR74	Q2QD-2N94-BLVR	1
WAPs	Tomball	BJSTOMAPFAB1-01	MR42	Q2KD-6ZZ4-R2PJ	1
WAPs	Tomball	BJSTOMAPENG1-12	MR42E	Q2TD-ZPZ4-BET6	1
WAPs	Tomball	BJSTOMAPSHIP1-01	MR42	Q2KD-ME6A-FSMC	1
WAPs	Tomball	BJTOMAPTEDC1-01	MR42	Q2KD-6BNM-XZKS	1
WAPs	Tomball	BJTOMAPADM1-02	MR42	Q2KD-L36Z-Y2TD	1
WAPs	Tomball	BJSTOMAPENG1-11	MR42E	Q2TD-N9AA-R7EL	1
WAPs	Tomball	BJTOMAPADM3-06	MR42	Q2KD-PTWN-8XAS	1
WAPs	Tomball	BJSTOMAPENG1-05	MR42E	Q2TD-QF66-3SDN	1
WAPs	Tomball	BJSTOMAPENG1-17	MR42E	Q2TD-GHUA-GAY9	1
WAPs	Tomball	BJTOMAPADM2-05	MR42	Q2KD-V3BD-7N9H	1
WAPs	Tomball	BJTOMAPTEDC2-01	MR42	Q2KD-3U3F-55TP	1
WAPs	Tomball	BJTOMAPADM2-01	MR42	Q2KD-SS9P-MJR2	1
WAPs	Tomball	BJTOMAPADM3-01	MR42	Q2KD-6NH5-T422	1

IT Item	Location	Name	Type / Model	Model / Serial / Service Tag	Unit Count
WAPs	Tomball	BJSTOMAPENG1-01	MR42E	Q2TD-VDQ6-Z4GG	1
WAPs	Tomball	BJTOMAPADM2-08	MR42	Q2KD-YQVP-VSDL	1
WAPs	Tomball	BJTOMAPTEDC1-08	MR42	Q2KD-7XQK-D8ZG	1
WAPs	Tomball	BJTOMAPADM2-04	MR42	Q2KD-F5YC-TN75	1
WAPs	Tomball	BJTOMAPTEDC1-07	MR42	Q2KD-8JX4-B6HV	1
WAPs	Tomball	BJSTOMAPTPAD2-02	MR74	Q2QD-5RWU-ELMT	1
WAPs	Tomball	BJSTOMAPSHIP1-03	MR42	Q2KD-NT7E-RH7G	1

Radioactive Densitometers

Current Location	Model #	Source Serial #	Nuclear Substance
Clairmont	5192	B7214	Cs-137
Clairmont	5192	B7141	Cs-137
Clairmont	5192	B7099	Cs-137
Shreveport	5192	B7988	Cs-137
Shreveport	5192	B7508	Cs-137
Shreveport	5192	B8196	Cs-137
Shreveport	5190	B8218	Cs-137
Shreveport	5190	B8163	Cs-137
Shreveport	5190	B8171	Cs-137
Shreveport	5192	B8089	Cs-137
Shreveport	5192	B7935	Cs-137
Shreveport	5192	B7308	Cs-137
Shreveport	5190	B8441	Cs-137
Shreveport	5190	B8309	Cs-137
Shreveport	5192	B7990	Cs-137
Shreveport	5190	B8217	Cs-137
Shreveport	5190	B7497	Cs-137
Shreveport	5190	B8162	Cs-137
Shreveport	5190	B8770	Cs-137
Shreveport	5192	B8149	Cs-137

Additional Specified Assets

Ref/Picture	LOCATION	PURPOSE	QTY	DESCRIPTION
1	Tomball - Electronic Lab	Titan Development	1	Desoldering Soldering Repair Station
2	Tomball - Electronic Lab	Titan Development	1	Assorted Electronic Repair Parts
3	Tomball - Electronic Lab	Titan Development	2	Tool Box and Test Meters
4	Tomball - Electronic Lab	Titan Development	1	Tool Chest with assorted tools
5	Tomball - Electronic Lab	Titan Development	1	Oscilloscope

Ref/Picture	LOCATION	PURPOSE	QTY	DESCRIPTION
6	Tomball - Electronic Lab	Titan Development	1	UEC Test and Integration Assembly
7	Tomball - Electronic Lab	Titan Development	4	Power Supply, Bench
8	Tomball - Electronic Lab	Titan Development	2	Function Generator
10	Tomball - Electronic Lab	Titan Development	2	Soldering Station
11	Tomball - Electronic Lab	Titan Development	1	Backside Equipment Simulator
12	Tomball - Electronic Lab	Titan Development	1	Frac Site Simulation Assembly
13	Tomball - Electronic Lab	Titan Development	1	Rack, Titan Development
14	Tomball - Electronic Lab	Titan Development	2	Data Van Workstations with Customer Displays
15	Tomball - Electronic Lab	Titan Data Van 1	1	Operator Workstation - Titan
18	Tomball - Electronic Lab	Titan Development	1	Omniplex Test and Integration Assembly
19	Tomball - Electronic Lab	Titan Development	1	IP Camera Set (4 Cameras)
20	Tomball - Electronic Lab	Titan Data Van 1	1	Sat Tranceiver
21	Tomball - Electronic Lab	Titan Development	1	Microscope
22	Tomball - Electronic Lab	Titan Development	2	Panel PC, Pump Interface
23	Tomball - Electronic Lab	Titan Development	1	Sat Dish and Transceiver - Dish outside, transceiver in rack
24	Tomball - Electronic Lab	Titan Development	4	Bench, Work - Electronic
25	Tomball - Electronic Lab	Titan Development	2	Table, Work
26	Tomball - Electronic Lab	Titan Data Van 1	1	Enclosure, Equipment Interface
27	Tomball - Electronic Lab	Titan Development	1	Eprom Eraser
28	Tomball - Electronic Lab	Titan Development	1	Labeller, Cable
29	Tomball - Electronic Lab	Titan Development	1	Printer
30	Tomball - Electronic Lab	Titan Data Van 1	13	Titan Data Van - Monitors
31	Tomball - Electronic Lab	Titan Data Van 1	1	Titan Data Van - Cable Management
32	Tomball - Electronic Lab	Titan Data Van 1	Two Boxes	Titan Data Van - Wireless Mouse/Keyboards
33	Tomball - Electronic Lab	Titan Data Van 1	Two Boxes	Titan Data Van - Network Cables
34	Tomball - Electronic Lab	Titan Data Van 1	2	Titan Data Van - Monitor Wall Mount
35	Tomball - Electronic Lab	Titan Data Van 1	1	Titan Data Van - Printer
36	Tomball - Electronic Lab	Titan Data Van	4	Titan Datavan / Dell Edge Servers
	Tomball	Titan Prototype	1	Misc Titan Development Tools & Prototype Parts

Additional Specified Inventory

Ref/Picture	LOCATION	PURPOSE	QTY	DESCRIPTION
L85239-1	Tomball	Backside - C	12	Omniplex
L68481	Tomball	Data Van - C	5	Isoplex
L327468-1	Tomball	Data Van - C	2	Panel PC Computer
1001533	Tomball	Data Van - C	2	Power Supply
1001534	Tomball	Data Van - C	2	Surge Protector
1001535	Tomball	Data Van - C	2	Mount, monitor desktop
L39540-200	San Antonio	Data Van - C	22	Cable - Pressure
L35160-200	Yukon	Data Van - C	8	Cable - Density
L39542-200	Shreveport	Data Van - C	3	Cable - Flow
L75971	Tomball	Data Van, Backside - C	3	Lan Radio
L75947RW	Tomball	Frac Pump - C	28	UEC
37545-200	San Antonio	Frac Pump - C	58	Remote Cable - Conventional

Ref/Picture	LOCATION	PURPOSE	QTY	DESCRIPTION
L322697-3	Tomball	Frac Pump - C	5	BOX ASSY,UECHII TYPE 2 PROGME RHINO
L322381RW	Tomball	Frac Pump - C	10	Remote Box - Frac Pump
L883110	Tomball	Frac Pump - C	16	Display, LCD
L42372	Shreveport	Data Van - C	3	Power Supply, Acopian, 12V
L864123	San Antonio	Data Van - C	2	Inverter, Xantrex
L856135	Tomball	Frac Pump - C	6	Sensor. Vibration
L68481	Tomball	Titan Data Van 2	1	Isoplex
L324403-1	Tomball	Titan Data Van 2	2	EZTreat Interface
L89784-1	Tomball	Titan Data Van 2	1	Power Supply, Rack, 24V
L89785-1	Tomball	Titan Data Van 2	1	Power Distribution Module
L75971	Tomball	Titan Data Van 2	2	Lan Radio
L77303-1	Tomball	Titan Data Van 2	2	LAN Radio mounting kit
L322125-1	Tomball	Titan Data Van 2	1	Panel Assy, Access Frac
L864123	SA	Titan Data Van 2	1	Inverter
L82596	Tomball	Titan Data Van 2	1	Adapter, Assy, Wireless
L323884-1	Tomball	Titan Data Van 2	1	Box Assy, Emergency Stop

Exhibit C

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into this 20th day of August, 2020 (the “Effective Date”) by and between **BJ Services, LLC**, a Delaware limited liability company (“BJS” or “Seller”), and Alamo Pressure Pumping, LLC a Texas limited liability company (“Purchaser” and together with Seller, collectively, the “Parties”).

WITNESSETH:

WHEREAS Seller and certain of its Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) and, on July 20, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), commencing the jointly administered bankruptcy cases pending as *In re BJ Services, LLC, et al* Case No. 20-33627 (each, a “Bankruptcy Case” and collectively, the “Bankruptcy Cases”);

WHEREAS, Seller is engaged in, among other things, the use and implementation of certain of the Purchased Assets to provide hydraulic fracturing services in the United States (the “Fracturing Business”); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase from Seller those certain assets of Seller as more particularly described herein, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all in accordance with and subject to the terms and conditions of this Agreement and subject to entry of the Sale Order.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 “Affiliates” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

Section 1.2 “Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of the Fracturing Business, the Purchased Assets or any material portion of the assets thereof (in any form of transaction, whether by merger, sale of assets or equity or otherwise); provided, however, that no such transaction will be considered to be an “Alternative Transaction” if such transaction would not prevent the Closing

from occurring in accordance with the terms of this Agreement; and provided further, that the foregoing shall not include sales of inventory, equipment sales or other dispositions of immaterial or obsolete assets and licenses of intellectual property rights in the ordinary course of business.

Section 1.3 “Bidding Procedures” means the Bidding Procedures for the Sale of the Debtors’ Fracking Equipment and Intellectual Property filed in the Bankruptcy Cases.

Section 1.4 “Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

Section 1.5 “Governmental Authority” means any court, administrative agency or any (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, officials, ministers, Crown corporations, central bank, court, tribunal or dispute settlement panel, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agency, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

Section 1.6 “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

Section 1.7 “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

Section 1.8 “Permitted Liens” means (a) Liens for taxes that are not yet due and payable or the nonpayment of which is permitted or required by the Bankruptcy Code, (b) Liens imposed by applicable Law and incurred in the ordinary course of business for obligations not yet due and payable, or the nonpayment of which is permitted or required by the Bankruptcy Code, to landlords, carriers, warehousemen, laborers, repairmen, materialmen and the like, (c) non-exclusive licenses to proprietary rights granted to customers and suppliers in the ordinary course of business, (d) any Liens that will be removed or released by operation of the Sale Order and (e) minor imperfections of title and encumbrances disclosed in writing and reasonably acceptable to Purchaser, if any, that are *de minimis* and do not impair the value or interfere with the present or continued use of such property or asset.

Section 1.9 “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Authority or other entity or group.

Section 1.10 “Qualified Bid” has the meaning set forth in the Bidding Procedures.

Section 1.11 “Sale Order” shall be an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Seller, approving the sale of the Purchased Assets to Purchaser free and clear of all Liens other than Permitted Liens.

ARTICLE II PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase of Assets. On and subject to the terms and conditions of this Agreement, the Sale Order, at the Closing Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and acquire from Seller, free and clear of all liens, mortgages, pledges, security interests, charges, claims, options or other encumbrances (collectively, “Liens”) other than Permitted Liens, all of Seller’s right, title and interest, as of the Closing, in and to the Purchased Assets. For purposes hereof, the “Purchased Assets” shall mean the equipment and assets identified on Schedule 1.¹

The Purchased Assets do not include, and Seller shall retain, all of Seller’s assets not specifically identified in this Section 2.1 as being Purchased Assets.

Section 2.2 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement and the Sale Order, as of and after the Closing, Purchaser shall assume, and Seller shall convey, transfer and assign to Purchaser, only the following Liabilities of Seller, which is integral to the value of the Purchased Assets:

(a) all Liabilities relating to Purchaser’s ownership, use and operation of the Purchased Assets that arise and accrue after the Closing, relate exclusively to periods following the Closing and are by their terms to be observed, paid, discharged, and performed following the Closing (in each case, except as otherwise provided herein, not resulting in whole or in part from, arising out of, relating to, in the nature of, or caused by any pre-Closing breach, violation, breach of warranty, tort, strict liability, infringement or breach or violation of Law) (the “Assumed Liabilities”); and

(b) all Liabilities for which Purchaser has expressly agreed to be responsible in accordance with this Agreement.

Except as expressly provided above, Purchaser shall not assume or be liable for any other Liabilities of Seller. For purposes hereof, “Liability” means any debt, damage, claim, liability, obligation, loss (whether lost business opportunity or measured as a multiple of earnings, book value, lost profits, diminution in value, revenues, cash flow, or otherwise), fines, costs, expenses, charges, interest, penalties, or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or to become due, or otherwise).

Section 2.3 Consideration. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Seller to Purchaser, Purchaser shall pay to BJS a total purchase price in the total amount of One Million Dollars (USD \$1,000,000.00) (the “Purchase Price”). An amount equal to (x) the Purchase Price minus, (y) the Deposit, shall be paid by Purchaser to Seller by wire transfer of immediately available funds to one or more bank accounts designated by Seller at the Closing (the “Closing Date Payment”). For greater certainty,

¹ **Note to Draft:** The preference is to schedule all equipment to be purchased. Please advise whether there is ancillary equipment related to the purchased assets that cannot be scheduled.

the value of the Assumed Liabilities has been taken into account with respect to the determination of the Purchase Price payable pursuant to this Section 2.3 and the assumption of such Assumed Liabilities by the Purchaser does not constitute separate or additional considerations hereunder.

Section 2.4 Deposit.

(a) Purchaser has, on or prior to the date hereof, made an earnest money deposit with a third party designated by Seller prior to the date hereof ("Escrow Agent") in the amount of ten percent (10%) of the Purchase Price (the "Deposit"), by wire transfer of immediately available funds for deposit into an escrow account designated by Seller prior to the date hereof (the "Deposit Escrow Account"). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement has been terminated by Seller pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii) (or by Purchaser pursuant to Section 7.1(b)(ii) in circumstances where Seller would be entitled to terminate this Agreement pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii)), then Seller shall retain the Deposit together with all received investment income, if any.

(c) If this Agreement has been terminated by Seller, on the one hand, or Purchaser on the other hand, in each case other than as contemplated by Section 2.4(b), if Purchaser is not a Successful Bidder or Backup Bidder or if Seller consummates any transaction in respect of the Purchased Assets with a Person other than Purchaser, then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five (5) business days after such termination, determination or consummation, respectively.

(d) The Parties agree that Seller's right to retain the Deposit, as set forth in Section 2.4(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Notwithstanding anything in this Agreement to the contrary, (i) Seller's right to retain the Deposit in accordance with the terms of hereof shall be the sole and exclusive remedy of Seller and its Affiliates against Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives for any and all losses that may be suffered based upon, resulting from or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement, and (ii) upon Seller's retention of the Deposit, none of Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives shall have any further liability or obligation relating to or arising out of the circumstances giving rise to Seller's right to retain the Deposit or otherwise under this Agreement or any other document contemplated hereby. If Seller elects to retain the Deposit, then Seller shall not seek any (x) equitable relief or equitable remedies of any kind whatsoever or (y) money damages or any other recovery, judgment, or damages of any kind, including consequential, indirect, special or punitive damages, in each case, relating to or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement or any other document contemplated hereby. Other than Seller's right to retain the Deposit, Seller's sole and

exclusive remedy with respect to any matters under this Agreement shall be to seek specific performance in accordance with Section 7.13.

- (e) If the Closing occurs, the Deposit shall be transferred to Seller.

ARTICLE III CLOSING

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (“Closing”) shall occur within two (2) days after the conditions precedent set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived (“Closing Date”) or at such other time that is mutually agreeable to Seller and Purchaser, by a mutual exchange of electronic documents. Seller and Purchaser agree that Closing documents that do not require originally signed copies may be signed and exchanged by electronic mail.

Section 3.2 Closing Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Purchaser:

- (a) assignment and assumption agreements necessary to transfer the Purchased Assets in form and substance reasonably acceptable to Purchaser and Seller (the “Assignment and Assumption Agreements”) duly executed by Seller;
- (b) a certificate of non-foreign status executed by BJS that meets the requirements set forth in U.S. Treasury Regulations Section 1.1445-2(b)(2);
- (c) a joint written instruction, duly executed by Seller, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit; and
- (d) physical possession of the Purchased Assets; provided, that the costs of such delivery shall be borne by Purchaser.

Section 3.3 Closing Deliveries by Purchaser. At or prior to the Closing, Purchaser shall deliver to Seller:

- (a) the Closing Date Payment;
 - (b) the Assignment and Assumption Agreements duly executed by Purchaser;
- and
- (c) a joint written instruction, duly executed by Purchaser, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

ARTICLE IV ADDITIONAL AGREEMENTS

Section 4.1 Bidding Procedures. The bidding procedures to be utilized with respect to this Agreement shall be those approved in the *Bidding Procedures Order*. Purchaser agrees and

acknowledges that, notwithstanding anything in this Agreement to the contrary, Seller, including through its Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction, including through an investment banker or other means. Nothing in this Agreement shall prevent Seller from modifying the bidding procedures as necessary or appropriate to maximize value for Seller's estate in accordance with Seller's fiduciary obligations. For purposes of clarity, Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Seller, including through its Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction.

Section 4.2 Auction. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 19, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel), Seller shall commence the auction (an "Auction") contemplated by the Bidding Procedures, if any Qualified Bid is submitted prior to the Bid Deadline. For the avoidance of doubt, Seller may conduct an auction process utilizing dates consistent with this Agreement even if approval of such process is not required by the Bankruptcy Court. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 17, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel) (the "Bid Deadline"), any and all Qualified Bids shall have been submitted pursuant to the *Bidding Procedures Order*.

Section 4.3 Sale Hearing. The *Bidding Procedures Order* shall contemplate the occurrence of a Sale Hearing (as defined therein) on or prior to August 21, 2020.

Section 4.4 Operations Pending Closing. From the date of this Agreement until the earlier of the termination of this Agreement or the Closing, and taking into account the commencement and pendency of the Bankruptcy Cases and, except with respect to Section 4.4(a), Seller's liquidity and financing limitations associated therewith, except (x) as required by applicable Law, (y) as otherwise expressly required by terms of this Agreement or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall operate the Purchased Assets in the ordinary course of business. Without limiting the generality of or any exception to the foregoing, Seller shall, from the date of this Agreement through the Closing:

- (a) operate the Purchased Assets consistent with their operation immediately prior to the date of this Agreement;
- (b) service and maintain the Purchased Assets in their current condition, ordinary wear and tear excepted.

The Parties acknowledge and agree that Seller shall be subject to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.5 Bankruptcy Actions.

- (a) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order or any other order

reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and advisors or representatives of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser’s ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(b) Each of Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by any of the other Parties or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement, the Sale Order, and (ii) keep the other Parties reasonably apprised of the status of material matters related thereto, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Seller from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the transactions contemplated by this Agreement, the Sale Order.

(c) The Seller’s obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the Sale Order. Nothing in this Agreement shall require Seller to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

(d) Seller and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids, the *Bidding Procedures Order* and Bankruptcy Court approval. Seller and Purchaser acknowledge that Seller must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best transaction in connection with the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, determining in Seller’s business judgment to conduct an Auction. The bidding procedures to be employed with respect to this Agreement and any Auction shall be those approved in the *Bidding Procedures Order*.

(e) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Seller and its Affiliates and advisors or representatives are and may continue soliciting inquiries, proposals, or offers for the Purchased Assets in connection with any Alternative Transaction.

(f) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the “Successful Bidder”) but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the “Backup Bidder”) and keep Purchaser’s bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable transaction as a result of a breach or failure to perform

on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and Seller may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

Section 4.6 Regulatory Approvals.

(a) Subject to the terms and conditions of this Agreement, each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to, to the extent necessary, (i) file (A) any required Notification and Report Form pursuant to HSR Act, with respect to the transactions contemplated by this Agreement no later than ten (10) business days after the date hereof, and (B) any other filing or notification required pursuant to any other competition or antitrust related legal or regulatory requirements of domestic and/or foreign jurisdictions, commissions or governing bodies (along with the HSR Act, "Antitrust Laws") with respect to the transactions contemplated by this Agreement as soon as reasonably practicable following the date hereof; (ii) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Laws, including a request for additional information or documentary material issued pursuant to the HSR Act (a "second request"); and (iii) request early termination of the initial waiting period under the HSR Act, and otherwise cause the expiration or termination of the applicable waiting periods under the HSR Act or any other Antitrust Laws as soon as practicable. For the avoidance of doubt, Purchaser will be responsible for the payment of any filing fees in connection with any notifications required by the HSR Act or any other Antitrust Laws.

(b) In connection with the efforts referenced in this Section 4.6(b) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under any Antitrust Laws, each Party shall use reasonable best efforts to (i) cooperate with each other in connection with any filing or submission; (ii) supply the other Parties with any information that may be required in order to make such filings, (iii) keep the other Parties informed in all material respects of any substantive communication received by such Party from, or given by such Party to, any Governmental Authority regarding any of the transactions contemplated by this Agreement; and (iv) to the extent permitted by applicable Law and reasonably practicable, permit the other Parties to review any substantive communication given to it by, and consult with each other in advance of any meeting or conference with, any Governmental Authority. Neither Seller nor Purchaser will participate in any substantive meeting or discussion with any Governmental Authority with respect of any filings, applications, investigation, or other inquiry without giving the other prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Authority and reasonably practicable, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Seller or the Purchaser, will be limited to outside antitrust counsel only). Seller will have the right to review (subject to appropriate redactions for confidentiality and attorney-client privilege concerns) and approve the content of any presentations, white papers, or other written materials to be submitted to any Governmental Authority in advance of any such submission.

(c) Without limiting the generality of this Section 4.6, if any objections are asserted with respect to the transactions contemplated by this Agreement under any Antitrust Laws or if any suit is instituted or threatened by any Governmental Authority challenging any of the

transactions contemplated by this Agreement as violative of any Antitrust Laws, then each of the Parties shall use reasonable best efforts to resolve such objections or challenges as such Governmental Authority may have to such transactions. Notwithstanding the foregoing, reasonable best efforts on the part of the Purchaser and its Affiliates includes, but is not limited to, (i) committing to or effecting by consent decree, hold separate order or otherwise, the sale or disposition of any assets, securities, rights, products, leases, business or other properties, operations or interests (including entering into customary ancillary agreements relating to any such sale, divestiture, licensing or disposition of such assets or businesses), and (ii) contesting, resisting or seeking to have vacated, lifted reversed or overturned any order, whether temporary, preliminary or permanent that prohibits, prevents or restricts the consummation of the transactions contemplated by this Agreement.

(d) Purchaser will not, and will not permit any of its Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any permits, orders or other approvals of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated by this Agreement or (iii) otherwise delay the consummation of the transactions contemplated by this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Such Seller is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and is qualified to do business in each other jurisdiction where such Seller's business related to the Purchased Assets requires it to be so qualified. Such Seller has all requisite power and authority to own, lease and operate its properties and, taking into account the commencement and pendency of the Bankruptcy Cases and Seller's liquidity and financing limitations associated therewith, to carry on its applicable portion of the operations associated with the Purchased Assets.

(b) Authorization. Subject to requisite Bankruptcy Court approvals, such Seller has all requisite corporate power and authority to execute and deliver this Agreement and any documents and agreements to be executed and delivered in connection herewith (the "Ancillary Deliverables") to which such Seller is a party, to perform its obligations hereunder and thereunder, and to carry on the operations of the Purchased Assets as it is now being conducted. Subject to requisite Bankruptcy Court approvals, and assuming this Agreement is a valid and binding obligation of Purchaser, the execution and delivery of this Agreement and the Ancillary

Deliverables and the consummation of the transactions contemplated hereby or thereby by such Seller have been duly authorized by all necessary action on the part of such Seller, and no further action is necessary for such Seller to execute and deliver this Agreement and the Ancillary Deliverables to which such Seller is a party and to perform the obligations of such Seller hereunder and thereunder. This Agreement and the Ancillary Deliverables to which such Seller is a party have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligations of such Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) No Violation; Consents. Assuming that requisite Bankruptcy Court approvals are obtained, the requirements of the HSR Act and any other applicable antitrust, competition or merger control Laws promulgated by any Governmental Authority are complied with and any filings required by any applicable federal or state securities or "blue sky" Laws are made (collectively, the "Requisite Approvals"), the execution, delivery and performance of this Agreement and the Ancillary Deliverables by such Seller and the consummation of the transactions contemplated thereby will not (i) violate any provision of the certificate of formation, articles of incorporation, bylaws, operating agreement or other analogous charters or governing documents of such Seller, (ii) violate any Law or order of any Governmental Authority by which such Seller or any of its properties or assets are bound or (iii) result in a violation or breach of, or constitute a default under, or result in the creation of any Lien (other than Permitted Liens) upon, or create any rights of termination, cancellation or acceleration in any Person with respect to any contract to which such Seller is a party or any permit of such Seller, or any other contract, indenture, mortgage or instrument to which such Seller is a party or by which any of its properties or assets are bound. No order or filing, including without limitation any consent, approval or other authorization of any Governmental Authority or under any contract to which such Seller is a party or by which its respective portion of the Purchased Assets are bound, is required as a result of or in connection with the execution or delivery of this Agreement and the Ancillary Deliverables or the consummation by such Seller of the transactions contemplated hereby except the Requisite Approvals.

(d) Title; Condition of Assets. Except as expressly disclosed to the Purchaser in writing, Seller owns all of the Purchased Assets free and clear of any Lien except for Permitted Liens.

Section 5.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Power and Authority of Purchaser; Authorization. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and

the Ancillary Deliverables to which it is a party, and to perform Purchaser's obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Deliverables to which Purchaser is a party and the consummation of the transactions contemplated hereby or thereby have been duly authorized by all necessary limited liability company action on the part of Purchaser, and no further action is necessary for Purchaser to execute and deliver this Agreement and Purchaser's Ancillary Deliverables and to perform the obligations of Purchaser hereunder and thereunder. This Agreement and the Ancillary Deliverables to which Purchaser is a party have been and will be duly executed and delivered by Purchaser and constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) Financing. Purchaser (i) has as of the date hereof sufficient funds to deliver the Deposit and access to committed capital subscriptions to pay the remainder of the Purchase Price at the Closing and (ii) will have at the Closing sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement.

(d) No Outside Reliance. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges and agrees that the representations and warranties made by Seller in Section 5.1 (as qualified therein) (the "Express Representations") are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser and any of its Affiliates may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees that (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, or prospects of the Fracturing Business, the Purchased Assets or Seller, or the quality, quantity or condition of the Fracturing Business's or the Purchased Assets, in each case, are specifically disclaimed by Seller, and that neither Purchaser nor any of its Affiliates has relied on any such representations, warranties or statements. Purchaser acknowledges and agrees that it has conducted to its full satisfaction an independent investigation and verification of the Fracturing Business and the Purchased Assets, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its or its Affiliates' own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or advisors or representatives, in each case, whether written or oral, made or provided by Seller or any of its Affiliates, advisors or representatives, or any failure of any of the foregoing to disclose information, except to the extent expressly set forth in the Express Representations.

ARTICLE VI CONDITIONS PRECEDENT

Section 6.1 Conditions to Purchaser's Obligations. Purchaser's obligation to effect the Closing shall be subject to the satisfaction or Purchaser's waiver of the following conditions:

(a) all representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Seller at or prior to the Closing;

(c) the Bankruptcy Court shall have entered the Sale Order, and the effectiveness of the Sale Order shall not be subject to any stay;

(d) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser; and

(e) Seller shall have delivered or caused to be delivered all of the items set forth in Section 3.2.

Section 6.2 Conditions to Seller's Obligations. Seller's obligation to effect the Closing shall be subject to the satisfaction or BJS' waiver of the following conditions:

(a) all representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(c) the applicable waiting period under the HSR Act shall have expired or been terminated and any approvals necessary or any suspensory period in effect under any other Antitrust Laws shall have been received or expired, respectively;

(d) Purchaser shall have delivered or caused to be delivered all of the items set forth in Section 3.3; and

(e) Purchaser shall have paid for or reimbursed Seller for any costs associated with Seller's obligations under Section 3.2(d).

ARTICLE VII MISCELLANEOUS

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of BJS and Purchaser;
- (b) by Purchaser by written notice to BJS if:

- (i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by the applicable Seller within thirty (30) days of the applicable Seller's receipt of written notice of such breach from Purchaser;

- (ii) the Closing shall not have occurred on or before September 4, 2020 (or such other date as is mutually agreed to by the Parties in writing) (the "Outside Date"), unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

- (iii) the Sale Order has not been entered by the Bankruptcy Court by August 21, 2020; or

- (iv) if Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 7.1(b)(iv) until after the thirtieth (30th) day following entry by the Bankruptcy Court of an order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 7.1(b)(iv), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 7.1(b)(iv);

- (c) by Seller by written notice to Purchaser if:

- (i) no Seller is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by Purchaser within thirty (30) days of Purchaser's receipt of written notice of such breach from Seller;

- (ii) if all of the conditions set forth in Section 6.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the

satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 3.1;

(iii) the Closing shall not have occurred on or before the Outside Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iv) if Seller or the board of directors (or similar governing body) of Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's fiduciary duties;

(v) if Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(vi) the Sale Order has not been entered by the Bankruptcy Court by August 21, 2020; or

(d) by BJS or Purchaser in the event that (i) there shall be any applicable law that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued any order enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appealable.

In the event of termination of this Agreement pursuant to this Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.4, this last sentence of Section 7.1, and Section 7.7 through Section 7.14 shall survive any such termination.

Section 7.2 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable law to cause the transactions contemplated herein to be effected as soon as practicable (subject to the following sub-clause (b)) in accordance with the terms hereof and to cooperate with each other Party and its advisors in connection with any step required to be taken as a part of its obligations hereunder. The "reasonable best efforts" of Seller will not require Seller or any of its subsidiaries, Affiliates or advisors to expend more than a *de minimis* amount of money to remedy any breach of any representation or warranty to commence any action, to waive or surrender any right, to modify any contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Seller pursuant to this Agreement, including this Section 7.2, shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the

Bankruptcy Case, and including entry of the *Bidding Procedures Order* (if applicable) and the Sale Order), any debtor-in-possession financing or order authorizing the use of cash collateral of Seller (including any budgets in connection with such financing or use of cash collateral), and Seller's obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the *Bidding Procedures Order* (if applicable)) and Seller's duty to seek and obtain the highest or otherwise best transaction for the Purchased Assets as required by the Bankruptcy Code.

Section 7.3 Necessary Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or of any Law or order or in any way adversely affect the rights of Purchaser thereunder. In such event, Seller and Purchaser will (a) use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser and (b), in the event a Necessary Consent is not obtained, cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of such Seller's rights and obligations with respect to any such Purchased Asset under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related tax costs imposed on such Seller or its Affiliates) and (ii) Purchaser shall assume any related burden and obligation (including performance) with respect to such Purchased Asset. Notwithstanding the foregoing, neither Seller nor Purchaser shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

Section 7.4 Further Assurances. Each party agrees, without further consideration, to cooperate and to promptly execute such other and further documents, instruments and papers after the Closing Date which are required to fully transfer the Purchased Assets to Purchaser. To the extent that either Party discovers after the Closing Date that (i) any rights, interests or assets intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently not conveyed to Purchaser, or (ii) any rights, interests or assets not intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently conveyed to Purchaser, then each Party shall cooperate and take, at such Party's sole cost and expense, such actions as are necessary to effectuate the transfer and conveyance, or as the case may be, the retransfer to the relevant other Party, of such rights, interests and assets without payment of further consideration.

Section 7.5 Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the transfer of the Purchased Assets to Purchaser pursuant to this Agreement and not exempted under the Sale Order, by Section 1146(a) of the Bankruptcy Code or applicable state or municipal law ("Transfer Taxes") shall be borne by Purchaser. Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such tax returns and other documentation.

Section 7.6 Allocation of Purchase Price. Purchaser and Seller shall use commercially reasonable efforts to agree to an allocation of the consideration (and other items treated as consideration for federal income tax purposes) among the Purchased Assets in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate) (the “Tax Allocation”) within 30 days after the Closing Date. If Seller and Purchaser reach an agreement with respect to the Tax Allocation pursuant to the foregoing sentence, Seller and Purchaser each agree to report, and to cause their respective Affiliates to report, the U.S. federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Internal Revenue Service Form 8594 (Asset Acquisition Statement under Section 1060) in a manner consistent with the Tax Allocation, as may be revised to take into account subsequent adjustments to the Purchase Price, and shall not take any position for U.S. federal, state or local income tax purposes inconsistent therewith upon examination of any tax return, in any refund claim, in any tax litigation, investigation or otherwise, unless required to do so by a “determination” (as defined in Code §1313(a)(1)), or with such other Party’s prior consent; provided, however, that nothing contained herein shall prevent Purchaser or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Tax Allocation, and neither Purchaser nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the Tax Allocation. If Seller and Purchaser do not reach an agreement with respect to the Tax Allocation under this Section 7.6, Seller and Purchaser shall be free to file their own asset allocation statements and shall not be subject to the reporting requirements of this Section 7.6. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 7.6 shall survive the Closing without limitation.

Section 7.7 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date of delivery in person or by facsimile (receipt confirmed) or of deposit in the United States mail, postage prepaid, if sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:

If to Purchaser:

Alamo Pressure Pumping, LLC
1101 Little School Road
Arlington, Texas 76017
Attn: Joe McKie
Email: joe@fracing.com

With copy to:

Jeff Hansen
1101 Little School Road
Arlington, Texas 76017
Email: jeff@fracing.com

If to Seller:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375
Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco

E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

Any Party may change its address for receipt of notices and other communications hereunder by giving appropriate written notice to the other Parties in accordance with the provisions of this Section 7.7.

Section 7.8 Governing Law; Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles. Subject to the foregoing, the Parties hereby agree that any litigation arising hereunder shall be filed in and resolved exclusively in the Bankruptcy Court or, if the Bankruptcy Court is unwilling or unable to hear such litigation, in the federal or state courts located in Harris County, Texas, United States of America. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and agrees that venue shall be exclusive with such courts.

Section 7.9 Amendment and Waiver. This Agreement may be amended or modified only by written instrument executed by all of the Parties. A waiver of any term or condition of this Agreement shall only be effective if in writing. No waiver by any Party of any breach of any of the covenants to be performed by any other Party shall be construed as a waiver of any subsequent breach of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 7.10 Assignment. No Party shall assign this Agreement, or any right or duty hereunder, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 7.11 AS IS Transaction. UPON CLOSING, IT IS UNDERSTOOD THAT, EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, PURCHASER HAS ACCEPTED THE PURCHASED ASSETS IN THEIR "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION AS TO THE CONDITION OF SAID PURCHASED ASSETS, THEIR FITNESS FOR ANY PARTICULAR USE OR MERCHANTABILITY, HAS BEEN GIVEN OR IS BINDING UPON SELLER, ALL OF WHICH SUCH IMPLIED WARRANTIES ARE DISCLAIMED BY PURCHASER. Purchaser acknowledges and agrees that it will, and it will cause its Affiliates to, not assert, institute, or maintain any proceeding, action or lawsuit that makes any claim contrary to this Section 7.11 and Section 5.2(d), including any such proceeding, action or lawsuit with respect to any information, statements, disclosures, or materials, in each case whether written or oral, provided to Purchaser or its Affiliates or their respective advisors and representatives by Seller or any of its Affiliates, or any failure by any of the foregoing to disclose any information. Purchaser acknowledges and agrees that the covenants and provisions contained in this Section 7.11 and Section 5.2(d) require performance after the Closing and are an integral part of the transactions contemplated by this Agreement and that Seller would not have entered into this Agreement without such covenants and provisions.

Section 7.12 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements

(to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date. Purchaser and Seller acknowledge and agree that the agreements contained in this Section 7.12 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (b) are an integral part of the transactions contemplated hereby and that, without such agreements, none of the Parties would enter into this Agreement.

Section 7.13 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to seek an injunction or injunctions, specific performance or other equitable relief to remedy breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other order to remedy breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with any such order. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 7.13 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty of Seller made herein.

Section 7.14 Miscellaneous. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party but all of which taken together shall constitute one and the same Agreement. The section headings in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor case. It is the intention of the Parties that

nothing in this Agreement shall be deemed to create any right or cause of action in or on behalf of any Person other than the Parties. If any provision of this Agreement is found to be contrary to Law or unenforceable by a court of competent jurisdiction, then the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first above written.

PURCHASER

ALAMO PRESSURE PUMPING, LLC

By: _____

Name: Jeff Hansen

Its: General Counsel

SELLER

BJ SERVICES, LLC

By: _____

Name:

Its:

SCHEDULE 1

Purchased Assets

[illegible]

UNIT #	YEAR	LAST EIGHT OF VIN	MILEAGE	HOURS	STATUS
TRS-162	2011	CD137572	10,307	2,299	REFURBED - MAY NEED BATTERIES
TRH-591	2007	8D740031	51,942	11,828	NEEDS TIRES, AC NOT WORKING, RUNS BUT CHECK ENGINE LIGHT ON, NEEDS BATTERIES
TRB-423	2012	DD163376	15,471	1,639	UNIT HAS BEEN THROUGH REFURB, UNIT IS HOOKED TO BULK TRANSPORT AND HAS COMPRESSOR ON IT, WILL NEED BATTERIES
TRH-1899	2011	CD137426	23,446	5,519	UNIT HAS BEEN REFURBED, WILL NEED BATTERIES
TRH-389	2011	CD137532	82,593	9,937	UNIT NOT REFURBED, NEEDS BATTERIES, HAS SUPER SINGLES ON REAR OF UNIT.
TRH-1614	2005	6D884247	101,007	24,689	UNIT HAS BEEN THROUGH REFURB, NEEDS BATTERIES
TRH-458	2012	DD166100	44,026	20,879	UNIT WAS WORKED UP BUT NOT APPROVED, STARTER IS OUT, NEEDS BATTERIES, TIRES ARE BAD.
TRH-634	2008	9D773447	154,251	NO READING	UNIT THROUGH REFURB, NEEDS BATTERIES
TRS-181	2012	DD166282	28,647	10,091	NO WET KIT - UNIT HAS WORKUP ON IT BUT NOT APPROVED. WILL NEED SOME WORK
TRH-1657	2012	DD166446	2,924	161	UNIT WAS GONE THROUGH AND INSPECTED. UNIT WILL NEED BATTERIES
TRH-1121	2012	DD166116	22,176	7,574	UNIT NEEDS BATTERIES AND NO REPAIRS WERE MADE. WILL NEED SOME WORK
TRH-1704	2011	CD137547	52,737	3,002	UNIT NEEDS BATTERIES AND NO REPAIRS WERE MADE. WILL NEED SOME WORK
TRH-306	2011	CD137703	75,061	8,234	UNIT NEEDS BATTERIES AND NO REPAIRS WERE MADE. WILL NEED SOME WORK

Exhibit D

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into this [●] day of [●], 2020 (the “Effective Date”) by and among **BJ Services, LLC**, a Delaware limited liability company (“Seller”), and Baker Hughes Oilfield Operations LLC, a California limited liability company (“Purchaser” and together with Sellers, collectively, the “Parties”).

WITNESSETH:

WHEREAS Seller and certain of its Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) and, on July 20, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), commencing the jointly administered bankruptcy cases pending as *In re BJ Services, LLC, et al* Case No. 20-33627 (each, a “Bankruptcy Case” and collectively, the “Bankruptcy Cases”);

WHEREAS, Seller desires to sell and Purchaser desires to purchase from Seller those certain assets of Seller as more particularly described herein, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all in accordance with and subject to the terms and conditions of this Agreement and subject to entry of the Sale Order; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 “Affiliates” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

Section 1.2 “Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of the Purchased Assets or any material portion of the assets thereof (in any form of transaction, whether by merger, sale of assets or equity or otherwise); provided, however, that no such transaction will be considered to be an “Alternative Transaction” if such transaction would not prevent the Closing from occurring in accordance with the terms of this Agreement; and provided further, that the foregoing shall not include sales of inventory, equipment sales or other dispositions of immaterial or obsolete assets and licenses of intellectual property rights in the ordinary course of business.

Section 1.3 “Bidding Procedures” means the Bidding Procedures for the Sale of the Debtors’ Cementing Business filed in the Bankruptcy Cases.

Section 1.4 “Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

Section 1.5 “Governmental Authority” means any court, administrative agency or any (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, officials, ministers, Crown corporations, central bank, court, tribunal or dispute settlement panel, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agency, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

Section 1.6 “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

Section 1.7 “Permitted Liens” means (a) Liens for taxes that are not yet due and payable or the nonpayment of which is permitted or required by the Bankruptcy Code, (b) Liens imposed by applicable Law and incurred in the ordinary course of business for obligations not yet due and payable, or the nonpayment of which is permitted or required by the Bankruptcy Code, to landlords, carriers, warehousemen, laborers, repairmen, materialmen and the like, (c) non-exclusive licenses to proprietary rights granted to customers and suppliers in the ordinary course of business (d) any Liens that will be removed or released by operation of the Sale Order and (e) minor imperfections of title and encumbrances disclosed in writing and reasonably acceptable to Purchaser, if any, that are *de minimis* and do not impair the value or interfere with the present or continued use of such property or asset.

Section 1.8 “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Authority or other entity or group.

Section 1.9 “Qualified Bid” has the meaning set forth in the Bidding Procedures.

Section 1.10 “Sale Order” shall be an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Seller, approving the sale of the Purchased Assets to Purchaser free and clear of all Liens other than Permitted Liens.

ARTICLE II PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase of Assets. On and subject to the terms and conditions of this Agreement, the Sale Order, at the Closing Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and acquire from Seller, free and clear of all liens,

mortgages, pledges, security interests, charges, claims, options or other encumbrances (collectively, “Liens”) other than Permitted Liens, all of Seller’s right, title and interest, as of the Closing, in and to the Purchased Assets. For purposes hereof, the “Purchased Assets” shall mean the cementing units and batch mixers listed on Schedule 1.

The Purchased Assets do not include, and Seller shall retain, all of Seller’s assets not specifically identified in this Section 2.1 as being Purchased Assets.

Section 2.2 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement and the Sale Order, as of and after the Closing, Purchaser shall assume, and Seller shall convey, transfer and assign to Purchaser, all Liabilities relating to the Purchased Assets that arise and accrue after the Closing, relate exclusively to periods following the Closing and are by their terms to be observed, paid, discharged, and performed following the Closing (in each case, except as otherwise provided herein, not resulting in whole or in part from, arising out of, relating to, in the nature of, or caused by any pre-Closing breach, violation, breach of warranty, tort, strict liability, infringement or breach or violation of Law) (the “Assumed Liabilities”). Except as expressly provided pursuant to the foregoing, Purchaser shall not assume or be liable for any Liabilities of Seller. For purposes hereof, “Liability” means any debt, damage, claim, liability, obligation, loss (whether lost business opportunity or measured as a multiple of earnings, book value, lost profits, diminution in value, revenues, cash flow, or otherwise), fines, costs, expenses, charges, interest, penalties, or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or to become due, or otherwise).

Section 2.3 Consideration. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Seller to Purchaser, Purchaser shall pay to Seller a total purchase price in the total amount of One Million Two Hundred Thousand Dollars (USD \$1,200,000) (the “Purchase Price”). An amount equal to (x) the Purchase Price minus, (y) the Deposit, shall be paid by Purchaser to Seller by wire transfer of immediately available funds to one or more bank accounts designated by Seller at the Closing (the “Closing Date Payment”).

Section 2.4 Deposit.

(a) On or prior to the date of the Auction, Purchaser shall make an earnest money deposit with a third party designated by Seller prior to the date hereof (“Escrow Agent”) in the amount of five percent (5%) of the Purchase Price (the “Deposit”), by wire transfer of immediately available funds for deposit into an escrow account designated by Seller prior to the date hereof (the “Deposit Escrow Account”). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement has been terminated by Seller pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii) (or by Purchaser pursuant to Section 7.1(b)(ii) in circumstances where Seller would be entitled to terminate this Agreement pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii)), then Seller shall retain the Deposit together with all received investment income, if any.

(c) If this Agreement has been terminated by Seller, on the one hand, or Purchaser on the other hand, in each case other than as contemplated by Section 2.4(b), if Purchaser is not a Successful Bidder or Backup Bidder or if Seller consummates any transaction in respect of the Purchased Assets with a Person other than Purchaser, then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five (5) business days after such termination, determination or consummation, respectively.

(d) The Parties agree that Seller's right to retain the Deposit, as set forth in Section 2.4(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Notwithstanding anything in this Agreement to the contrary, (i) Seller's right to retain the Deposit in accordance with the terms of hereof shall be the sole and exclusive remedy of Seller and its Affiliates against Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives for any and all losses that may be suffered based upon, resulting from or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement, and (ii) upon Seller's retention of the Deposit, none of Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives shall have any further liability or obligation relating to or arising out of the circumstances giving rise to Seller's right to retain the Deposit or otherwise under this Agreement or any other document contemplated hereby. If Seller elects to retain the Deposit, then Seller shall not seek any (x) equitable relief or equitable remedies of any kind whatsoever or (y) money damages or any other recovery, judgment, or damages of any kind, including consequential, indirect, special or punitive damages, in each case, relating to or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement or any other document contemplated hereby. Other than Seller's right to retain the Deposit, Seller's sole and exclusive remedy with respect to any matters under this Agreement shall be to seek specific performance in accordance with Section 7.13.

(e) If the Closing occurs, the Deposit shall be transferred to Seller.

ARTICLE III CLOSING

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement ("Closing") shall occur within two (2) days after the conditions precedent set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived ("Closing Date") or at such other time that is mutually agreeable to Seller and Purchaser, by a mutual exchange of electronic documents. Seller and Purchaser agree that Closing documents that do not require originally signed copies may be signed and exchanged by electronic mail.

Section 3.2 Closing Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Purchaser:

(a) assignment agreements necessary to transfer the Purchased Assets and, as applicable, to record their assignment with appropriate government agencies, in form and substance reasonably acceptable to Purchaser and Seller (the “Assignment Agreements”) duly executed by Seller;

(b) certificates of title along with necessary instruments of transfer to all vehicles and other rolling stock and other certificated assets included in the Purchased Assets; provided, that if Seller is unable to deliver any certificate of title, certificate or ancillary documents, or if any corrections are needed with respect to any such certificates, certificates of title or ancillary documents, Seller shall use commercially reasonable efforts, subsequent to the Closing, to provide Purchaser with replacement certificates, certificates of title or ancillary documents or otherwise correct such statements of title or ancillary documents;

(c) custody of the Purchased Assets, including all keys and other items necessary to operate the Purchased Assets; provided, however, that any costs related to providing Purchaser with such custody shall be borne by Purchaser;

(d) all maintenance records associated with the Purchased Assets in Seller’s possession; provided however that Seller shall be entitled to retain copies;

(e) a certificate of non-foreign status executed by Seller that meets the requirements set forth in U.S. Treasury Regulations Section 1.1445-2(b)(2); and

(f) a joint written instruction, duly executed by Seller, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

Section 3.3 Closing Deliveries by Purchaser. At or prior to the Closing, Purchaser shall deliver to Seller:

(a) the Closing Date Payment;

(b) the Assignment Agreements duly executed by Purchaser; and

(c) a joint written instruction, duly executed by Purchaser, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

ARTICLE IV ADDITIONAL AGREEMENTS

Section 4.1 Bidding Procedures. The bidding procedures to be utilized with respect to this Agreement shall be those approved in the *Bidding Procedures Order*. Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Seller, including through its Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction, including through an investment banker or other means. Nothing in this Agreement shall prevent Seller from modifying the bidding procedures as necessary or appropriate to maximize value for Seller’s respective estates in accordance with Seller’s fiduciary obligations. For purposes of clarity, Purchaser agrees and acknowledges that, notwithstanding anything in this

Agreement to the contrary, Seller, including through its Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction.

Section 4.2 Auction. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 19, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel), Seller shall commence the auction (an “Auction”) contemplated by the Bidding Procedures, if any Qualified Bid is submitted prior to the Bid Deadline. For the avoidance of doubt, Seller may conduct an auction process utilizing dates consistent with this Agreement even if approval of such process is not required by the Bankruptcy Court. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 17, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel) (the “Bid Deadline”), any and all Qualified Bids shall have been submitted pursuant to the *Bidding Procedures Order*.

Section 4.3 Sale Hearing. The *Bidding Procedures Order* shall contemplate the occurrence of a Sale Hearing (as defined therein) on or prior to August 21, 2020.

Section 4.4 Operations Pending Closing. From the date of this Agreement until the earlier of the termination of this Agreement or the Closing, and taking into account the commencement and pendency of the Bankruptcy Cases and, except with respect to Section 4.4(a), Seller’s liquidity and financing limitations associated therewith, except (x) as required by applicable Law, (y) as otherwise expressly required by terms of this Agreement or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall operate the Purchased Assets in the ordinary course of business. Without limiting the generality of or any exception to the foregoing, Seller shall, from the date of this Agreement through the Closing:

- (a) operate the Purchased Assets consistent with their operation immediately prior to the date of this Agreement; and
- (b) maintain the Purchased Assets in good or their current operating condition, ordinary wear and tear excepted, in the ordinary course of business.

The Parties acknowledge and agree that Seller shall be subject to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.5 Bankruptcy Actions.

(a) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court’s entry of the Sale Order or any other order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and advisors or representatives of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a “good faith” purchaser under section

363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(b) Each of Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by any of the other Parties or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement, the Sale Order, and (ii) keep the other Parties reasonably apprised of the status of material matters related thereto, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Seller from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the transactions contemplated by this Agreement, the Sale Order.

(c) The Seller's obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the Sale Order. Nothing in this Agreement shall require Seller to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

(d) Seller and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids, the *Bidding Procedures Order* and Bankruptcy Court approval. Seller and Purchaser acknowledge that Seller must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best transaction in connection with the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, determining in Seller's business judgment to conduct an Auction. The bidding procedures to be employed with respect to this Agreement and any Auction shall be those approved in the *Bidding Procedures Order*.

(e) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Seller and its Affiliates and advisors or representatives are and may continue soliciting inquiries, proposals, or offers for the Purchased Assets in connection with any Alternative Transaction.

(f) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and Seller may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Such Seller is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and is qualified to do business in each other jurisdiction where such Seller's business related to the Purchased Assets requires it to be so qualified. Such Seller has all requisite power and authority to own, lease and operate its properties and, taking into account the commencement and pendency of the Bankruptcy Cases and Seller's liquidity and financing limitations associated therewith, to carry on its applicable portion of the operations associated with the Purchased Assets.

(b) Authorization. Subject to requisite Bankruptcy Court approval, such Seller has all requisite corporate power and authority to execute and deliver this Agreement and any documents and agreements to be executed and delivered in connection herewith (the "Ancillary Deliverables") to which such Seller is a party, to perform its obligations hereunder and thereunder, and to carry on the operations of the Purchased Assets as it is now being conducted. Subject to requisite Bankruptcy Court approval, and assuming this Agreement is a valid and binding obligation of Purchaser, the execution and delivery of this Agreement and the Ancillary Deliverables and the consummation of the transactions contemplated hereby or thereby by such Seller have been duly authorized by all necessary action on the part of such Seller, and no further action is necessary for such Seller to execute and deliver this Agreement and the Ancillary Deliverables to which such Seller is a party and to perform the obligations of such Seller hereunder and thereunder. This Agreement and the Ancillary Deliverables to which such Seller is a party have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligations of such Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) No Violation; Consents. Assuming that requisite Bankruptcy Court approval is obtained (collectively, the "Requisite Approval"), the execution, delivery and performance of this Agreement and the Ancillary Deliverables by such Seller and the consummation of the transactions contemplated thereby will not (i) violate any provision of the certificate of formation, articles of incorporation, bylaws, operating agreement or other analogous charters or governing documents of such Seller, (ii) violate any Law or order of any Governmental Authority by which such Seller or any of its properties or assets are bound or (iii) result in a violation or breach of, or constitute a default under, or result in the creation of any Lien (other than Permitted Liens) upon, or create any rights of termination, cancellation or acceleration in any Person with respect to any contract to which such Seller is a party or any permit of such Seller, or any other contract, indenture, mortgage or instrument to which such Seller is a party or by which any of its properties or assets are bound. No order or filing, including without limitation any consent, approval or other authorization of any Governmental Authority or under any contract to

which such Seller is a party or by which its respective portion of the Purchased Assets are bound, is required as a result of or in connection with the execution or delivery of this Agreement and the Ancillary Deliverables or the consummation by such Seller of the transactions contemplated hereby except the Requisite Approvals.

(d) Title; Condition of Assets. Except as expressly disclosed to the Purchaser in writing, Seller owns all of the Purchased Assets free and clear of any Lien except for Permitted Liens.

Section 5.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California and has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Power and Authority of Purchaser; Authorization. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and the Ancillary Deliverables to which it is a party, and to perform Purchaser's obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Deliverables to which Purchaser is a party and the consummation of the transactions contemplated hereby or thereby have been duly authorized by all necessary limited liability company action on the part of Purchaser, and no further action is necessary for Purchaser to execute and deliver this Agreement and Purchaser's Ancillary Deliverables and to perform the obligations of Purchaser hereunder and thereunder. This Agreement and the Ancillary Deliverables to which Purchaser is a party have been and will be duly executed and delivered by Purchaser and constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) Financing. Purchaser (i) has as of the date hereof sufficient funds to deliver the Deposit and access to committed capital subscriptions to pay the remainder of the Purchase Price at the Closing and (ii) will have at the Closing sufficient funds in an aggregate amount necessary to pay the Purchase Price and to consummate all of the other transactions contemplated by this Agreement.

(d) No Outside Reliance. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges and agrees that the representations and warranties made by Seller in Section 5.1 (as qualified therein) (the "Express Representations") are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser and any of its Affiliates may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees that (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including the

historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, or prospects of the Purchased Assets or Seller, or the quality, quantity or condition of the Purchased Assets, in each case, are specifically disclaimed by Seller, and that neither Purchaser nor any of its Affiliates has relied on any such representations, warranties or statements. Purchaser acknowledges and agrees that it has conducted to its full satisfaction an independent investigation and verification of the Purchased Assets, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its or its Affiliates' own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or advisors or representatives, in each case, whether written or oral, made or provided by Seller or any of its Affiliates, advisors or representatives, or any failure of any of the foregoing to disclose information, except to the extent expressly set forth in the Express Representations.

ARTICLE VI CONDITIONS PRECEDENT

Section 6.1 Conditions to Purchaser's Obligations. Purchaser's obligation to effect the Closing shall be subject to the satisfaction or Purchaser's waiver of the following conditions:

(a) all representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Seller at or prior to the Closing;

(c) the Bankruptcy Court shall have entered the Sale Order, and the effectiveness of the Sale Order shall not be subject to any stay;

(d) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser; and

(e) Seller shall have delivered or caused to be delivered all of the items set forth in Section 3.2.

Section 6.2 Conditions to Seller's Obligations. Seller's obligation to effect the Closing shall be subject to the satisfaction or Seller's waiver of the following conditions:

(a) all representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(c) Purchaser shall have delivered or caused to be delivered all of the items set forth in Section 3.3; and

(d) Purchaser shall have paid for or reimbursed Seller for any costs associated with Seller's obligations under Section 3.2(c).

ARTICLE VII MISCELLANEOUS

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Purchaser;

(b) by Purchaser by written notice to Seller if:

(i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by the applicable Seller within thirty (30) days of the applicable Seller's receipt of written notice of such breach from Purchaser;

(ii) the Closing shall not have occurred on or before September 4, 2020 (or such other date as is mutually agreed to by the Parties in writing) (the "Outside Date"), unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iii) the Sale Order has not been entered by the Bankruptcy Court by August 21, 2020; or

(iv) if Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 7.1(b)(iv) until after the thirtieth (30th) day following entry by the Bankruptcy Court of an order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 7.1(b)(iv), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 7.1(b)(iv);

(c) by Seller by written notice to Purchaser if:

(i) no Seller is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by Purchaser within thirty (30) days of Purchaser's receipt of written notice of such breach from Seller;

(ii) if all of the conditions set forth in Section 6.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 3.1;

(iii) the Closing shall not have occurred on or before the Outside Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iv) if Seller or the board of directors (or similar governing body) of Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's fiduciary duties;

(v) if Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(vi) the Sale Order has not been entered by the Bankruptcy Court by August 21, 2020; or

(d) by Seller or Purchaser in the event that (i) there shall be any applicable law that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued any order enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appealable.

In the event of termination of this Agreement pursuant to this Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.4, this last sentence of Section 7.1, and Section 7.7 through Section 7.14 shall survive any such termination.

Section 7.2 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable law to cause the transactions contemplated herein to be effected as soon as practicable (subject to the following sub-clause (b)) in accordance with the terms hereof and to cooperate with each other Party and its advisors in connection with any step required to be taken

as a part of its obligations hereunder. The “reasonable best efforts” of Seller will not require Seller or any of its subsidiaries, Affiliates or advisors to expend more than a *de minimis* amount of money to remedy any breach of any representation or warranty to commence any action, to waive or surrender any right, to modify any contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Seller pursuant to this Agreement, including this Section 7.2, shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case, and including entry of the *Bidding Procedures Order* (if applicable) and the Sale Order), any debtor-in-possession financing or order authorizing the use of cash collateral of Seller (including any budgets in connection with such financing or use of cash collateral), and Seller’s obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the *Bidding Procedures Order* (if applicable)) and Seller’s duty to seek and obtain the highest or otherwise best transaction for the Purchased Assets as required by the Bankruptcy Code.

Section 7.3 Necessary Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a “Necessary Consent”), would constitute a breach thereof or of any Law or order or in any way adversely affect the rights of Purchaser thereunder. In such event, Seller and Purchaser will (a) use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser and (b), in the event a Necessary Consent is not obtained, cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of such Seller’s rights and obligations with respect to any such Purchased Asset under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related tax costs imposed on such Seller or its Affiliates) and (ii) Purchaser shall assume any related burden and obligation (including performance) with respect to such Purchased Asset. Notwithstanding the foregoing, neither Seller nor Purchaser shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

Section 7.4 Further Assurances. Each party agrees, without further consideration, to cooperate and to promptly execute such other and further documents, instruments and papers after the Closing Date which are required to fully transfer the Purchased Assets to Purchaser. To the extent that either Party discovers after the Closing Date that (i) any rights, interests or assets intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently not conveyed to Purchaser, or (ii) any rights, interests or assets not intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently conveyed to Purchaser, then each Party shall cooperate and take, at such Party’s sole cost and expense, such actions as are necessary to effectuate the transfer and conveyance, or as the case may be, the retransfer to the relevant other Party, of such rights, interests and assets without payment of further consideration.

Section 7.5 Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the transfer of the Purchased Assets to Purchaser pursuant to this Agreement and not exempted under the Sale Order, by Section 1146(a) of the Bankruptcy Code or applicable state or municipal law ("Transfer Taxes") shall be borne by Purchaser. Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such tax returns and other documentation.

Section 7.6 Allocation of Purchase Price. Purchaser and Seller shall use commercially reasonable efforts to agree to an allocation of the consideration (and other items treated as consideration for federal income tax purposes) among the Purchased Assets in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate) (the "Tax Allocation") within 30 days after the Closing Date. If Seller and Purchaser reach an agreement with respect to the Tax Allocation pursuant to the foregoing sentence, Seller and Purchaser each agree to report, and to cause their respective Affiliates to report, the U.S. federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Internal Revenue Service Form 8594 (Asset Acquisition Statement under Section 1060) in a manner consistent with the Tax Allocation, as may be revised to take into account subsequent adjustments to the Purchase Price, and shall not take any position for U.S. federal, state or local income tax purposes inconsistent therewith upon examination of any tax return, in any refund claim, in any tax litigation, investigation or otherwise, unless required to do so by a "determination" (as defined in Code §1313(a)(1)), or with such other Party's prior consent; provided, however, that nothing contained herein shall prevent Purchaser or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Tax Allocation, and neither Purchaser nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the Tax Allocation. If Seller and Purchaser do not reach an agreement with respect to the Tax Allocation under this Section 7.6, Seller and Purchaser shall be free to file their own asset allocation statements and shall not be subject to the reporting requirements of this Section 7.6. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 7.6 shall survive the Closing without limitation.

Section 7.7 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date of delivery in person or by facsimile (receipt confirmed) or of deposit in the United States mail, postage prepaid, if sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:

Baker Hughes Oilfield Operations LLC
17021 Aldine Westfield Road
Houston, Texas 77073
Attn: Kristin McLaurin

If to Seller:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375

Email: kristin.mclaurin@bakerhughes.com

with copy to:

Foley & Lardner LLP
321 N. Clark Street, Suite 3000
Chicago, IL 60654
Attn: Harold L. Kaplan
E-mail: hkaplan@foley.com

Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

Any Party may change its address for receipt of notices and other communications hereunder by giving appropriate written notice to the other Parties in accordance with the provisions of this Section 7.7.

Section 7.8 Governing Law; Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles. Subject to the foregoing, the Parties hereby agree that any litigation arising hereunder shall be filed in and resolved exclusively in the Bankruptcy Court or, if the Bankruptcy Court is unwilling or unable to hear such litigation, in the federal or state courts located in Harris County, Texas, United States of America. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and agrees that venue shall be exclusive with such courts.

Section 7.9 Amendment and Waiver. This Agreement may be amended or modified only by written instrument executed by all of the Parties. A waiver of any term or condition of this Agreement shall only be effective if in writing. No waiver by any Party of any breach of any of the covenants to be performed by any other Party shall be construed as a waiver of any subsequent breach of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 7.10 Assignment. No Party shall assign this Agreement, or any right or duty hereunder, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 7.11 AS IS Transaction. UPON CLOSING, IT IS UNDERSTOOD THAT, EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, PURCHASER HAS ACCEPTED THE PURCHASED ASSETS IN THEIR "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION AS TO THE CONDITION OF SAID PURCHASED ASSETS, THEIR FITNESS FOR ANY PARTICULAR USE OR MERCHANTABILITY, HAS BEEN GIVEN OR IS BINDING UPON SELLER, ALL OF WHICH SUCH IMPLIED WARRANTIES ARE DISCLAIMED BY PURCHASER. Purchaser acknowledges and agrees that it will, and it will cause its Affiliates to, not assert, institute, or maintain any proceeding, action or lawsuit that makes any claim contrary to this Section 7.11 and Section 5.2(d), including any such proceeding,

action or lawsuit with respect to any information, statements, disclosures, or materials, in each case whether written or oral, provided to Purchaser or its Affiliates or their respective advisors and representatives by Seller or any of its Affiliates, or any failure by any of the foregoing to disclose any information. Purchaser acknowledges and agrees that the covenants and provisions contained in this Section 7.11 and Section 5.2(d) require performance after the Closing and are an integral part of the transactions contemplated by this Agreement and that Seller would not have entered into this Agreement without such covenants and provisions.

Section 7.12 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date. Purchaser and Seller acknowledge and agree that the agreements contained in this Section 7.12 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (b) are an integral part of the transactions contemplated hereby and that, without such agreements, none of the Parties would enter into this Agreement.

Section 7.13 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to seek an injunction or injunctions, specific performance or other equitable relief to remedy breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other order to remedy breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with any such order. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 7.13 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty of Seller made herein.

Section 7.14 Miscellaneous. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may be executed in

one or more counterparts, any one of which need not contain the signatures of more than one Party but all of which taken together shall constitute one and the same Agreement. The section headings in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor case. It is the intention of the Parties that nothing in this Agreement shall be deemed to create any right or cause of action in or on behalf of any Person other than the Parties. If any provision of this Agreement is found to be contrary to Law or unenforceable by a court of competent jurisdiction, then the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first above written.

PURCHASER

BAKER HUGHES OILFIELD OPERATIONS LLC

By: _____

Name: Zac M. Crouch

Its: Authorized Person

SELLER

BJ SERVICES, LLC

By: _____

Name:

Its:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SCHEDULE 1**Pumps:**

Unique Asset ID	Fixed Asset ID	Unit No.	Asset Type Group	Asset Name (FA)
ca01CACPTR-0000008	CACPTR-0000008	CPF-146	Cement Pump	Cement Pump - Falcon Lite
us011238086	1238086	CPF-173	Cement Pump	FALCON LITE CEMENT UNIT
us011238784	1238784	CPF-047	Cement Pump	FALCON LITE CEMENT UNIT
us011237982	1237982	CPF-113	Cement Pump	FALCON LITE CEMENT UNIT
1234894	1234894	CPF-029	Cement Pump	Falcon Heavy - Twin
1234836	1234836	CPF-139	Cement Pump	Falcon Heavy - Twin
1234906	1234906	CPF-157	Cement Pump	Falcon
1234875	1234875	CPF-025	Cement Pump	Falcon
1234897	1234897	CPF-030	Cement Pump	Falcon
1234903	1234903	CPF-032	Cement Pump	Falcon
1234891	1234891	CPF-178	Cement Pump	Falcon
1234904	1234904	CPF-156	Cement Pump	Falcon
1234902	1234902	CPF-155	Cement Pump	Falcon

Batch Mixers

1238769	1238769	CBF001	Batch Mixer	100bbls Batch Mixer	2012
1234989	1234989	CBF042	Batch Mixer	100bbls Batch Mixer	2005
1237934	1237934	CBF057	Batch Mixer	100bbls Batch Mixer	2011
1237366	1237366	CBF024	Batch Mixer	100bbls Batch Mixer	2012
1236685	1236685	CBF031	Batch Mixer	100bbls Batch Mixer	2011
1240571	1240571	CBF072	Batch Mixer	100bbls Batch Mixer	2014

Exhibit E

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into this [●] day of [●], 2020 (the “Effective Date”) by and among **BJ Services, LLC**, a Delaware limited liability company (“Seller”), and Baker Hughes Oilfield Operations LLC, a California limited liability company (“Purchaser” and together with Sellers, collectively, the “Parties”).

WITNESSETH:

WHEREAS Seller and certain of its Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) and, on July 20, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), commencing the jointly administered bankruptcy cases pending as *In re BJ Services, LLC, et al* Case No. 20-33627 (each, a “Bankruptcy Case” and collectively, the “Bankruptcy Cases”);

WHEREAS, Seller desires to sell and Purchaser desires to purchase from Seller those certain assets of Seller as more particularly described herein, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all in accordance with and subject to the terms and conditions of this Agreement and subject to entry of the Sale Order; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 “Affiliates” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

Section 1.2 “Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of the Purchased Assets or any material portion of the assets thereof (in any form of transaction, whether by merger, sale of assets or equity or otherwise); provided, however, that no such transaction will be considered to be an “Alternative Transaction” if such transaction would not prevent the Closing from occurring in accordance with the terms of this Agreement; and provided further, that the foregoing shall not include sales of inventory, equipment sales or other dispositions of immaterial or obsolete assets and licenses of intellectual property rights in the ordinary course of business.

Section 1.3 “Bidding Procedures” means the Bidding Procedures for the Sale of the Debtors’ Fracking Equipment and Intellectual Property filed in the Bankruptcy Cases.

Section 1.4 “Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

Section 1.5 “Governmental Authority” means any court, administrative agency or any (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, officials, ministers, Crown corporations, central bank, court, tribunal or dispute settlement panel, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agency, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

Section 1.6 “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

Section 1.7 “Permitted Liens” means (a) Liens for taxes that are not yet due and payable or the nonpayment of which is permitted or required by the Bankruptcy Code, (b) Liens imposed by applicable Law and incurred in the ordinary course of business for obligations not yet due and payable, or the nonpayment of which is permitted or required by the Bankruptcy Code, to landlords, carriers, warehousemen, laborers, repairmen, materialmen and the like, (c) non-exclusive licenses to proprietary rights granted to customers and suppliers in the ordinary course of business (d) any Liens that will be removed or released by operation of the Sale Order and (e) minor imperfections of title and encumbrances disclosed in writing and reasonably acceptable to Purchaser, if any, that are *de minimis* and do not impair the value or interfere with the present or continued use of such property or asset.

Section 1.8 “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Authority or other entity or group.

Section 1.9 “Qualified Bid” has the meaning set forth in the Bidding Procedures.

Section 1.10 “Sale Order” shall be an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Seller, approving the sale of the Purchased Assets to Purchaser free and clear of all Liens other than Permitted Liens.

Section 1.11 “Shared Lab” has the meaning given to such term in that certain Amended & Restated Services Agreement effective as of December 1, 2018 by and between Seller and Purchaser, as amended by the First Amendment to Amended & Restated Services Agreement dated August 26, 2019, a copy of which is attached hereto as Exhibit A.

ARTICLE II PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase of Assets; Use Rights.

(a) On and subject to the terms and conditions of this Agreement, the Sale Order, at the Closing Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and acquire from Seller, free and clear of all liens, mortgages, pledges, security interests, charges, claims, options or other encumbrances (collectively, “Liens”) other than Permitted Liens, all of Seller’s right, title and interest, as of the Closing, in and to the Purchased Assets. For purposes hereof, the “Purchased Assets” shall mean the equipment and other tangible assets listed on Schedule 1. The Purchased Assets do not include, and Seller shall retain, all of Seller’s assets not specifically identified in this Section 2.1 as being Purchased Assets.

(b) Seller shall not sell any equipment on Schedule 2 unless the purchaser of such equipment enters into an arrangement reasonably acceptable to Purchaser that preserves Purchaser’s right to use it; provided, that the foregoing shall not prohibit any purchaser of such equipment from moving, storing or otherwise using the equipment at any location. If Seller sells substantially all of its assets or substantially all of its assets relating to a particular division or line of business of Seller as a going concern to a successor, Purchaser agrees to enter into a reasonable arrangement with such successor that preserves the successor’s right to use the equipment on Schedule 3.

Section 2.2 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement and the Sale Order, as of and after the Closing, Purchaser shall assume, and Seller shall convey, transfer and assign to Purchaser, all Liabilities relating to the Purchased Assets that arise and accrue after the Closing, relate exclusively to periods following the Closing and are by their terms to be observed, paid, discharged, and performed following the Closing (in each case, except as otherwise provided herein, not resulting in whole or in part from, arising out of, relating to, in the nature of, or caused by any pre-Closing breach, violation, breach of warranty, tort, strict liability, infringement or breach or violation of Law) (the “Assumed Liabilities”). Except as expressly provided pursuant to the foregoing, Purchaser shall not assume or be liable for any Liabilities of Seller. For purposes hereof, “Liability” means any debt, damage, claim, liability, obligation, loss (whether lost business opportunity or measured as a multiple of earnings, book value, lost profits, diminution in value, revenues, cash flow, or otherwise), fines, costs, expenses, charges, interest, penalties, or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or to become due, or otherwise).

Section 2.3 Consideration. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Seller to Purchaser, Purchaser shall pay to Seller a total purchase price in the total amount of Two Million Two Hundred Fifty Thousand Dollars (USD \$2,250,000) (the “Purchase Price”). An amount equal to (x) the Purchase Price minus, (y) the Deposit, shall be paid by Purchaser to Seller by wire transfer of immediately available funds to one or more bank accounts designated by Seller at the Closing (the “Closing Date Payment”).

Section 2.4 Deposit.

(a) On or prior to the date of the Auction, Purchaser shall make an earnest money deposit with a third party designated by Seller prior to the date hereof ("Escrow Agent") in the amount of five percent (5%) of the Purchase Price (the "Deposit"), by wire transfer of immediately available funds for deposit into an escrow account designated by Seller prior to the date hereof (the "Deposit Escrow Account"). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement has been terminated by Seller pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii) (or by Purchaser pursuant to Section 7.1(b)(ii) in circumstances where Seller would be entitled to terminate this Agreement pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii)), then Seller shall retain the Deposit together with all received investment income, if any.

(c) If this Agreement has been terminated by Seller, on the one hand, or Purchaser on the other hand, in each case other than as contemplated by Section 2.4(b), if Purchaser is not a Successful Bidder or Backup Bidder or if Seller consummates any transaction in respect of the Purchased Assets with a Person other than Purchaser, then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five (5) business days after such termination, determination or consummation, respectively.

(d) The Parties agree that Seller's right to retain the Deposit, as set forth in Section 2.4(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Notwithstanding anything in this Agreement to the contrary, (i) Seller's right to retain the Deposit in accordance with the terms of hereof shall be the sole and exclusive remedy of Seller and its Affiliates against Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives for any and all losses that may be suffered based upon, resulting from or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement, and (ii) upon Seller's retention of the Deposit, none of Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives shall have any further liability or obligation relating to or arising out of the circumstances giving rise to Seller's right to retain the Deposit or otherwise under this Agreement or any other document contemplated hereby. If Seller elects to retain the Deposit, then Seller shall not seek any (x) equitable relief or equitable remedies of any kind whatsoever or (y) money damages or any other recovery, judgment, or damages of any kind, including consequential, indirect, special or punitive damages, in each case, relating to or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement or any other document contemplated hereby. Other than Seller's right to retain the Deposit, Seller's sole and exclusive remedy with respect to any matters under this Agreement shall be to seek specific performance in accordance with Section 7.13.

(e) If the Closing occurs, the Deposit shall be transferred to Seller.

ARTICLE III CLOSING

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (“Closing”) shall occur within two (2) days after the conditions precedent set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived (“Closing Date”) or at such other time that is mutually agreeable to Seller and Purchaser, by a mutual exchange of electronic documents. Seller and Purchaser agree that Closing documents that do not require originally signed copies may be signed and exchanged by electronic mail.

Section 3.2 Closing Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Purchaser:

(a) assignment agreements necessary to transfer the Purchased Assets in form and substance reasonably acceptable to Purchaser and Seller (the “Assignment Agreements”) duly executed by Seller;

(b) delivery of the Purchased Assets to the Shared Lab, to the extent that they are not physically located there on the Closing Date; provided, however, that the costs of such delivery shall be borne by Purchaser;

(c) a certificate of non-foreign status executed by Seller that meets the requirements set forth in U.S. Treasury Regulations Section 1.1445-2(b)(2); and

(d) a joint written instruction, duly executed by Seller, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

Section 3.3 Closing Deliveries by Purchaser. At or prior to the Closing, Purchaser shall deliver to Seller:

(a) the Closing Date Payment;

(b) the Assignment Agreements duly executed by Purchaser; and

(c) a joint written instruction, duly executed by Purchaser, instructing the Escrow Agent to release to Seller by wire transfer of immediately available funds, the Deposit.

ARTICLE IV ADDITIONAL AGREEMENTS

Section 4.1 Bidding Procedures. The bidding procedures to be utilized with respect to this Agreement shall be those approved in the *Bidding Procedures Order*. Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Seller, including through its Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction, including through an investment banker or other means. Nothing in this Agreement shall prevent Seller from modifying the bidding procedures as necessary or appropriate to

maximize value for Seller's respective estates in accordance with Seller's fiduciary obligations. For purposes of clarity, Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Seller, including through its Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction.

Section 4.2 Auction. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 19, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel), Seller shall commence the auction (an "Auction") contemplated by the Bidding Procedures, if any Qualified Bid is submitted prior to the Bid Deadline. For the avoidance of doubt, Seller may conduct an auction process utilizing dates consistent with this Agreement even if approval of such process is not required by the Bankruptcy Court. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 17, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel) (the "Bid Deadline"), any and all Qualified Bids shall have been submitted pursuant to the *Bidding Procedures Order*.

Section 4.3 Sale Hearing. The *Bidding Procedures Order* shall contemplate the occurrence of a Sale Hearing (as defined therein) on or prior to August 21, 2020.

Section 4.4 Operations Pending Closing. From the date of this Agreement until the earlier of the termination of this Agreement or the Closing, and taking into account the commencement and pendency of the Bankruptcy Cases and, except with respect to Section 4.4(a), Seller's liquidity and financing limitations associated therewith, except (x) as required by applicable Law, (y) as otherwise expressly required by terms of this Agreement or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall operate the Purchased Assets in the ordinary course of business. Without limiting the generality of or any exception to the foregoing, Seller shall, from the date of this Agreement through the Closing:

- (a) operate the Purchased Assets consistent with their operation immediately prior to the date of this Agreement;
- (b) refrain from removing any Purchased Assets from the Shared Lab; and
- (c) maintain the Purchased Assets in good or their current operating condition, ordinary wear and tear excepted, in the ordinary course of business.

The Parties acknowledge and agree that Seller shall be subject to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.5 Bankruptcy Actions.

- (a) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order or any other order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and advisors or

representatives of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser’s ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(b) Each of Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by any of the other Parties or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement, the Sale Order, and (ii) keep the other Parties reasonably apprised of the status of material matters related thereto, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Seller from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the transactions contemplated by this Agreement, the Sale Order.

(c) The Seller’s obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the Sale Order. Nothing in this Agreement shall require Seller to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

(d) Seller and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids, the *Bidding Procedures Order* and Bankruptcy Court approval. Seller and Purchaser acknowledge that Seller must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best transaction in connection with the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, determining in Seller’s business judgment to conduct an Auction. The bidding procedures to be employed with respect to this Agreement and any Auction shall be those approved in the *Bidding Procedures Order*.

(e) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Seller and its Affiliates and advisors or representatives are and may continue soliciting inquiries, proposals, or offers for the Purchased Assets in connection with any Alternative Transaction.

(f) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the “Successful Bidder”) but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the “Backup Bidder”) and keep Purchaser’s bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and Seller may consummate the transactions contemplated by this Agreement on

the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Such Seller is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and is qualified to do business in each other jurisdiction where such Seller's business related to the Purchased Assets requires it to be so qualified. Such Seller has all requisite power and authority to own, lease and operate its properties and, taking into account the commencement and pendency of the Bankruptcy Cases and Seller's liquidity and financing limitations associated therewith, to carry on its applicable portion of the operations associated with the Purchased Assets.

(b) Authorization. Subject to requisite Bankruptcy Court approval, such Seller has all requisite corporate power and authority to execute and deliver this Agreement and any documents and agreements to be executed and delivered in connection herewith (the "Ancillary Deliverables") to which such Seller is a party, to perform its obligations hereunder and thereunder, and to carry on the operations of the Purchased Assets as it is now being conducted. Subject to requisite Bankruptcy Court approval, and assuming this Agreement is a valid and binding obligation of Purchaser, the execution and delivery of this Agreement and the Ancillary Deliverables and the consummation of the transactions contemplated hereby or thereby by such Seller have been duly authorized by all necessary action on the part of such Seller, and no further action is necessary for such Seller to execute and deliver this Agreement and the Ancillary Deliverables to which such Seller is a party and to perform the obligations of such Seller hereunder and thereunder. This Agreement and the Ancillary Deliverables to which such Seller is a party have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligations of such Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) No Violation; Consents. Assuming that requisite Bankruptcy Court approval is obtained (collectively, the "Requisite Approval"), the execution, delivery and performance of this Agreement and the Ancillary Deliverables by such Seller and the consummation of the transactions contemplated thereby will not (i) violate any provision of the certificate of formation, articles of incorporation, bylaws, operating agreement or other analogous charters or governing documents of such Seller, (ii) violate any Law or order of any Governmental Authority by which such Seller or any of its properties or assets are bound or (iii) result in a violation or breach of, or constitute a default under, or result in the creation of any Lien (other than Permitted Liens) upon, or create any rights of termination, cancellation or acceleration in any Person with respect to any contract to which such Seller is a party or any permit of such Seller, or

any other contract, indenture, mortgage or instrument to which such Seller is a party or by which any of its properties or assets are bound. No order or filing, including without limitation any consent, approval or other authorization of any Governmental Authority or under any contract to which such Seller is a party or by which its respective portion of the Purchased Assets are bound, is required as a result of or in connection with the execution or delivery of this Agreement and the Ancillary Deliverables or the consummation by such Seller of the transactions contemplated hereby except the Requisite Approvals.

(d) Title; Condition of Assets. Except as expressly disclosed to the Purchaser in writing, Seller owns all of the Purchased Assets free and clear of any Lien except for Permitted Liens.

Section 5.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California and has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Power and Authority of Purchaser; Authorization. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and the Ancillary Deliverables to which it is a party, and to perform Purchaser's obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Deliverables to which Purchaser is a party and the consummation of the transactions contemplated hereby or thereby have been duly authorized by all necessary limited liability company action on the part of Purchaser, and no further action is necessary for Purchaser to execute and deliver this Agreement and Purchaser's Ancillary Deliverables and to perform the obligations of Purchaser hereunder and thereunder. This Agreement and the Ancillary Deliverables to which Purchaser is a party have been and will be duly executed and delivered by Purchaser and constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) Financing. Purchaser (i) has as of the date hereof sufficient funds to deliver the Deposit and access to committed capital subscriptions to pay the remainder of the Purchase Price at the Closing and (ii) will have at the Closing sufficient funds in an aggregate amount necessary to pay the Purchase Price and to consummate all of the other transactions contemplated by this Agreement.

(d) No Outside Reliance. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges and agrees that the representations and warranties made by Seller in Section 5.1 (as qualified therein) (the "Express Representations") are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser and any of its Affiliates may rely in connection with the transactions contemplated by

this Agreement. Purchaser acknowledges and agrees that (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, or prospects of the Purchased Assets or Seller, or the quality, quantity or condition of the Purchased Assets, in each case, are specifically disclaimed by Seller, and that neither Purchaser nor any of its Affiliates has relied on any such representations, warranties or statements. Purchaser acknowledges and agrees that it has conducted to its full satisfaction an independent investigation and verification of the Purchased Assets, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its or its Affiliates' own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or advisors or representatives, in each case, whether written or oral, made or provided by Seller or any of its Affiliates, advisors or representatives, or any failure of any of the foregoing to disclose information, except to the extent expressly set forth in the Express Representations.

ARTICLE VI CONDITIONS PRECEDENT

Section 6.1 Conditions to Purchaser's Obligations. Purchaser's obligation to effect the Closing shall be subject to the satisfaction or Purchaser's waiver of the following conditions:

(a) all representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Seller at or prior to the Closing;

(c) the Bankruptcy Court shall have entered the Sale Order, and the effectiveness of the Sale Order shall not be subject to any stay;

(d) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser; and

(e) Seller shall have delivered or caused to be delivered all of the items set forth in Section 3.2.

Section 6.2 Conditions to Seller's Obligations. Seller's obligation to effect the Closing shall be subject to the satisfaction or Seller's waiver of the following conditions:

(a) all representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date

(other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(c) Purchaser shall have delivered or caused to be delivered all of the items set forth in Section 3.3; and

(d) Purchaser shall have paid for or reimbursed Seller for, or be prepared to pay or reimburse Seller for, any costs associated with Seller's obligations under Section 3.2.

ARTICLE VII MISCELLANEOUS

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Purchaser;

(b) by Purchaser by written notice to Seller if:

(i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by the applicable Seller within thirty (30) days of the applicable Seller's receipt of written notice of such breach from Purchaser;

(ii) the Closing shall not have occurred on or before September 4, 2020 (or such other date as is mutually agreed to by the Parties in writing) (the "Outside Date"), unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iii) the Sale Order has not been entered by the Bankruptcy Court by August 21, 2020; or

(iv) if Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 7.1(b)(iv) until after the thirtieth (30th) day following entry by the Bankruptcy Court of an order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 7.1(b)(iv), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 7.1(b)(iv);

(c) by Seller by written notice to Purchaser if:

(i) no Seller is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by Purchaser within thirty (30) days of Purchaser's receipt of written notice of such breach from Seller;

(ii) if all of the conditions set forth in Section 6.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 3.1;

(iii) the Closing shall not have occurred on or before the Outside Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iv) if Seller or the board of directors (or similar governing body) of Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's fiduciary duties;

(v) if Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(vi) the Sale Order has not been entered by the Bankruptcy Court by August 21, 2020; or

(d) by Seller or Purchaser in the event that (i) there shall be any applicable law that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued any order enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appealable.

In the event of termination of this Agreement pursuant to this Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.4, this last sentence of Section 7.1, and Section 7.7 through Section 7.14 shall survive any such termination.

Section 7.2 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable law to cause the transactions contemplated herein to be effected as soon as

practicable (subject to the following sub-clause (b)) in accordance with the terms hereof and to cooperate with each other Party and its advisors in connection with any step required to be taken as a part of its obligations hereunder. The “reasonable best efforts” of Seller will not require Seller or any of its subsidiaries, Affiliates or advisors to expend more than a *de minimis* amount of money to remedy any breach of any representation or warranty to commence any action, to waive or surrender any right, to modify any contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Seller pursuant to this Agreement, including this Section 7.2, shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case, and including entry of the *Bidding Procedures Order* (if applicable) and the Sale Order), any debtor-in-possession financing or order authorizing the use of cash collateral of Seller (including any budgets in connection with such financing or use of cash collateral), and Seller’s obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the *Bidding Procedures Order* (if applicable)) and Seller’s duty to seek and obtain the highest or otherwise best transaction for the Purchased Assets as required by the Bankruptcy Code.

Section 7.3 Necessary Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a “Necessary Consent”), would constitute a breach thereof or of any Law or order or in any way adversely affect the rights of Purchaser thereunder. In such event, Seller and Purchaser will (a) use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser and (b), in the event a Necessary Consent is not obtained, cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of such Seller’s rights and obligations with respect to any such Purchased Asset under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related tax costs imposed on such Seller or its Affiliates) and (ii) Purchaser shall assume any related burden and obligation (including performance) with respect to such Purchased Asset. Notwithstanding the foregoing, neither Seller nor Purchaser shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

Section 7.4 Further Assurances. Each party agrees, without further consideration, to cooperate and to promptly execute such other and further documents, instruments and papers after the Closing Date which are required to fully transfer the Purchased Assets to Purchaser. To the extent that either Party discovers after the Closing Date that (i) any rights, interests or assets intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently not conveyed to Purchaser, or (ii) any rights, interests or assets not intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently conveyed to Purchaser, then each Party shall cooperate and take, at such Party’s sole cost and expense, such actions as are

necessary to effectuate the transfer and conveyance, or as the case may be, the retransfer to the relevant other Party, of such rights, interests and assets without payment of further consideration.

Section 7.5 Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the transfer of the Purchased Assets to Purchaser pursuant to this Agreement and not exempted under the Sale Order, by Section 1146(a) of the Bankruptcy Code or applicable state or municipal law ("Transfer Taxes") shall be borne by Purchaser. Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such tax returns and other documentation.

Section 7.6 Allocation of Purchase Price. Purchaser and Seller shall use commercially reasonable efforts to agree to an allocation of the consideration (and other items treated as consideration for federal income tax purposes) among the Purchased Assets in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate) (the "Tax Allocation") within 30 days after the Closing Date. If Seller and Purchaser reach an agreement with respect to the Tax Allocation pursuant to the foregoing sentence, Seller and Purchaser each agree to report, and to cause their respective Affiliates to report, the U.S. federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Internal Revenue Service Form 8594 (Asset Acquisition Statement under Section 1060) in a manner consistent with the Tax Allocation, as may be revised to take into account subsequent adjustments to the Purchase Price, and shall not take any position for U.S. federal, state or local income tax purposes inconsistent therewith upon examination of any tax return, in any refund claim, in any tax litigation, investigation or otherwise, unless required to do so by a "determination" (as defined in Code §1313(a)(1)), or with such other Party's prior consent; provided, however, that nothing contained herein shall prevent Purchaser or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Tax Allocation, and neither Purchaser nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the Tax Allocation. If Seller and Purchaser do not reach an agreement with respect to the Tax Allocation under this Section 7.6, Seller and Purchaser shall be free to file their own asset allocation statements and shall not be subject to the reporting requirements of this Section 7.6. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 7.6 shall survive the Closing without limitation.

Section 7.7 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date of delivery in person or by facsimile (receipt confirmed) or of deposit in the United States mail, postage prepaid, if sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:

If to Seller:

Baker Hughes Oilfield Operations LLC

17021 Aldine Westfield Road
Houston, Texas 77073
Attn: Kristin McLaurin
Email: kristin.mclaurin@bakerhughes.com

with copy to:

Foley & Lardner LLP
321 N. Clark Street, Suite 3000
Chicago, IL 60654
Attn: Harold L. Kaplan
E-mail: hkaplan@foley.com

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375
Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

Any Party may change its address for receipt of notices and other communications hereunder by giving appropriate written notice to the other Parties in accordance with the provisions of this Section 7.7.

Section 7.8 Governing Law; Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles. Subject to the foregoing, the Parties hereby agree that any litigation arising hereunder shall be filed in and resolved exclusively in the Bankruptcy Court or, if the Bankruptcy Court is unwilling or unable to hear such litigation, in the federal or state courts located in Harris County, Texas, United States of America. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and agrees that venue shall be exclusive with such courts.

Section 7.9 Amendment and Waiver. This Agreement may be amended or modified only by written instrument executed by all of the Parties. A waiver of any term or condition of this Agreement shall only be effective if in writing. No waiver by any Party of any breach of any of the covenants to be performed by any other Party shall be construed as a waiver of any subsequent breach of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 7.10 Assignment. No Party shall assign this Agreement, or any right or duty hereunder, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 7.11 AS IS Transaction. UPON CLOSING, IT IS UNDERSTOOD THAT, EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, PURCHASER HAS ACCEPTED THE PURCHASED ASSETS IN THEIR "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION AS TO THE CONDITION OF SAID PURCHASED ASSETS, THEIR FITNESS FOR ANY PARTICULAR USE OR MERCHANTABILITY, HAS BEEN GIVEN OR IS BINDING UPON SELLER, ALL OF WHICH SUCH IMPLIED WARRANTIES

ARE DISCLAIMED BY PURCHASER. Purchaser acknowledges and agrees that it will, and it will cause its Affiliates to, not assert, institute, or maintain any proceeding, action or lawsuit that makes any claim contrary to this Section 7.11 and Section 5.2(d), including any such proceeding, action or lawsuit with respect to any information, statements, disclosures, or materials, in each case whether written or oral, provided to Purchaser or its Affiliates or their respective advisors and representatives by Seller or any of its Affiliates, or any failure by any of the foregoing to disclose any information. Purchaser acknowledges and agrees that the covenants and provisions contained in this Section 7.11 and Section 5.2(d) require performance after the Closing and are an integral part of the transactions contemplated by this Agreement and that Seller would not have entered into this Agreement without such covenants and provisions.

Section 7.12 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date. Purchaser and Seller acknowledge and agree that the agreements contained in this Section 7.12 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (b) are an integral part of the transactions contemplated hereby and that, without such agreements, none of the Parties would enter into this Agreement.

Section 7.13 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to seek an injunction or injunctions, specific performance or other equitable relief to remedy breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other order to remedy breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with any such order. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 7.13 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty of Seller made herein.

Section 7.14 Miscellaneous. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party but all of which taken together shall constitute one and the same Agreement. The section headings in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor case. It is the intention of the Parties that nothing in this Agreement shall be deemed to create any right or cause of action in or on behalf of any Person other than the Parties. If any provision of this Agreement is found to be contrary to Law or unenforceable by a court of competent jurisdiction, then the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first above written.

PURCHASER

BAKER HUGHES OILFIELD OPERATIONS LLC

By: _____

Name: Zac M. Crouch

Its: Authorized Person

SELLER

BJ SERVICES, LLC

By: _____

Name:

Its:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SCHEDULE 1

Purchased Assets

Idle Equipment

Fixed Asset ID	Main Asset ID	Asset Name (FA)	VIN / Serial # (FA)
1232539	1232539	GAS FLOW MODEL UPGRADE BJ	10054
1232560	1232560	CO2 CHILLER	
1232581	1232581	MASS FLOWMETER FOR FRICTION	54651955
1232584	1232584	FRACTURE CONDUCTIVITY CELL SET	10
1232589	1232589	REFRIGERATED BATH	110173045
1232603	1232603	FRACTURE CONDUCTIVITY	BJ10420
1232606	1232606	FRICTION LOOP FOR SCREENING	TK-6
1232609	1232609	FRACTURE CONDUCTIVITY CELLS	6
1232610	1232610	FRACTURE CONDUCTIVITY CELLS	5
1232611	1232611	FRACTURE CONDUCTIVITY CELLS	
1232616	1232616	KARL FISHER ANALYZER	1116481435
1232617	1232617	FRACTURING CONDUCTIVITY	BJ10005
1232661	1232661	GAS FLOW MODEL BJ	10054
1232686	1232686	Rheometer HPHT	543
1232687	1232687	Rheometer HPHT	400
1232693	1232693	TENSILE STRENGTH PRESSURE CELL	10121
1232694	1232694	FRACTURE CONDUCTIVITY TESTING	BJ10006
1232699	1232699	FRACTURING CONDUCTIVITY TEST	BJ10421
1232700	1232700	FRACTURING CONDUCTIVITY TEST	BJ10007
1232701	1232701	FRACTURING CONDUCTIVITY TEST	BJ10008
1232702	1232702	FRACTURING CONDUCTIVITY TEST	205D20105,205C20209,201L0317, 210297, 200J20287, 215A20199
1232703	1232703	ACCUPYC 1330 HELIUM PYNOMETER	3953
1232724	1232724	PARTICLE SIZE ANALYZER	AK38328
1232746	1232746	LOW ANGLE LASER FOR GPC	302-0906-304
1232812	1232812	CHANDLER MODEL 5550 AUTOMATED	502
1232813	1232813	CHANDLER MODEL 5550 AUTOMATED	540
1232815	1232815	PLASMA SPECTROMETER	ICP20064810
1232816	1232816	CHANDLER M-PRO ANALYZER	114
1232825	1232825	CHANDLER CONDUCTIVITY LAB	10526
1232826	1232826	CHANDLER CONDUCTIVITY LAB	10524
1232827	1232827	CHANDLER CONDUCTIVITY LAB	10525
1232828	1232828	CHANDLER CONDUCTIVITY LAB	10523
1232829	1232829	GAS CHROMATOGRAPHY/ MS	US73347041

1232834	1232834	LUMINOMETER 20/20N	2030000919
1232846	1232846	CONDUCTIVITY PUMP	A0027968
1232847	1232847	CONDUCTIVITY PUMP	A0027969 & A12740
1232848	1232848	CONDUCTIVITY PUMP	A0029561 & A0029560
1232849	1232849	CONDUCTIVITY PUMP	A0027971
1232855	1232855	MOLECULAR WEIGHT TESTING	3020906304
1232864	1232864	HP HT VISCOMETER 5500 SPR-225	1
1232868	1232868	CHANDLER 5550-SPR-225RF	267
1232869	1232869	MASS FLOW METER / TRANSMITTER	14022400
1232870	1232870	MASS FLOW METER / TRANSMITTER	14022413
1232871	1232871	MASS FLOW METER / TRANSMITTER	14022003
1232872	1232872	MOYNO PUMP SKID RHEOLOGY	
1232875	1232875	CONDUCTIVITY PRESS UPGRADE &	205D20171 & 201L20328
1232883	1232883	QUIZIX DUAL PUMP 1	627170 & 627169
1232884	1232884	QUIZIX DUAL PUMP 2	964
1232885	1232885	HTHP RHEOMETER	108
1232924	1232924	THERMO SCIENTIFIC BATH CIRCULA	
1232975	1232975	GAS CHROMATOGRAPH W/AUTO SAMPLE	CN10727105
1238340	1238340	Conductivity cells 2-double	11,12,13,14
1238598	1238598	Test cell apparatus	
1238634	1238634	Yokogawa CX1000 Controllers	ENT1N607337
1238635	1238635	Yokogawa CX1000 Controllers	
1238641	1238641	Yokogawa CX 1000 Controllers	
1238650	1238650	Chandler UCA pressure vessel r	
1238651	1238651	Chandler Model 4265 UCA Pressu	587
1238953	1238953	Chandler 5550 HPHT viscometer	491
1238954	1238954	Chandler 5550 HPHT viscometer	492
1239061	1239061	Chandler 5550 Rheometers	340
1239080	1239080	Chandler Model 5550 HTHP 110V	341
1239108	1239108	Chandler 5550 Rheometers	614
1239109	1239109	Chandler 5550 Rheometers	617
1239574	1239574	Chandler 5550 Rheometer	706 & 707
1239575	1239575	Pump replacement for Conductiv	200J20229
1239576	1239576	CO2 Chiller for Flow Loop	127060201140416
1239577	1239577	Chandler 5550 Rheometer	713 & 715
Q243233	Q243233	Rheometer HPHT	159

Q243236	Q243236	Rheometer HPHT	1263
Q243275	Q243275	Rheometer HPHT	241
Q243276	Q243276	Rheometer HPHT	396
USLBEQ-0000104	USLBEQ-0000104	Flow Loop	
USLBEQ-0000105	USLBEQ-0000105	Flow Loop	
USLBEQ-0000106	USLBEQ-0000106	Flow Loop	
USLBEQ-0000107	USLBEQ-0000107	Flow Loop, Pump	10171
USLBEQ-0000108	USLBEQ-0000108	Flow Loop, Pump	
USLBEQ-0000111	USLBEQ-0000111	CONDUCTIVITY PUMP	A0027970
USLBEQ-0000112	USLBEQ-0000112	CONDUCTIVITY PUMP	A12963
USLBEQ-0000113	USLBEQ-0000113	CONDUCTIVITY PUMP	A12966
USLBEQ-0000114	USLBEQ-0000114	CONDUCTIVITY PUMP	Z0053746
USLBEQ-0000117	USLBEQ-0000117	Rheometer	10299
USLBEQ-0000120	USLBEQ-0000120	Rheometer	1200102336006

FRAC ONGOING

Unique	Fixed Asset ID	Type	Description
us011232669	1232669	Lab Eq	KRUSS TENSIO METER
us011232836	1232836	Lab Eq	UV-VISIBLE SPECTROPHOTOMETER
us011232922	1232922	Lab Eq	GRACE 7500 VISCOMETER
us011232925	1232925	Lab Eq	FTTR SPECTROMETER UNIT T37 TEN
us011232931	1232931	Lab Eq	CHANDLER HTHP 5550 VISCOMETER
us011238818	1238818	Lab Eq	Density meter _ DMA4100
us011239105	1239105	Lab Eq	Chandler 5550 Rheometers
us011239135	1239135	Lab Eq	ELEMENTAL ANALYZER
us011239600	1239600	Lab Eq	Chandler 5550 Rheometers
us011239580	1239580	Lab Eq	Chandler 5550 Rheometers

CMT BIZ SALE

Fixed Asset ID	Main Asset ID	Asset Name (FA)	VIN / Serial # (FA)
1232501	1232501	CONSTANT SPEED MIXER	1000
1232524	1232524	ULTRASONIC CEMENT ANALYZER	803
1232537	1232537	Oven	10057
1232562	1232562	Cement Curing Chamber	316
1232563	1232563	Cement Curing Chamber	10485
1232565	1232565	CONSISTOMETER	466
1232566	1232566	CONSISTOMETER	922
1232567	1232567	UCA	805
1232568	1232568	UCA	
1232588	1232588	CHILLER FOR CEMENT LAB	
1232595	1232595	ANALYTICAL BALANCE	115063575
1232599	1232599	REFRIGERATED COOLER	0090-206261-00
1232605	1232605	OSCILLARY RHEOMETER	1030
1232620	1232620	PROPPANT CONDUCTIVITY TEST EQU	216L02347
1232623	1232623	GRACE BENCHTOP RHEOMETER	M3600-0326
1232650	1232650	OFITE VISCOMETER	06-588
1232688	1232688	Viscometer	103
1232689	1232689	Stirring Fluid Loss Tester	170
1232729	1232729	HP/HT CHANDLER CONSISTOMETER	923
1232730	1232730	HP/HT CHANDLER CONSISTOMETER	925
1232731	1232731	HP/HT CHANDLER CONSISTOMETER	957
1232732	1232732	HP/HT CHANDLER CONSISTOMETER	549
1232733	1232733	HP/HT CEMENT CURING CHAMBERS	488
1232734	1232734	HP/HT CEMENT CURING CHAMBERS	525
1232814	1232814	CHANDLER HPHT VISCOMETER	544
1232835	1232835	ISCO 500D PUMP & CONTROLLER	6008R565
1232837	1232837	VISCOMETER-CHANDLER 5550	180
1232845	1232845	CONSTANT SPEED MIXER	1816
1232856	1232856	ISCO 500D PUMP & CONTROLLER	208J20082, 208J20081, 208J20123
1232865	1232865	VISCOMETER OFITE MODEL 900	07-802
1232866	1232866	VISCOMETER OFITE MODEL 900	03-138
1232873	1232873	ISCO PUMP AND CONTROLLER	201G20405
1232876	1232876	OFITE MODEL 900 VISCOMETER	08-1047
1232877	1232877	OFITE MODEL 900 VISCOMETER	08-1043
1232886	1232886	HTHP UCA SECOND	829

1232887	1232887	FLUID LOSS CELL TEST APPARTUS	
1232888	1232888	FLUID LOSS CELL TEST APPARTUS	
1232889	1232889	FLUID LOSS CELL TEST APPARTUS	
1232890	1232890	FLUID LOSS CELL TEST APPARTUS	
1232891	1232891	HPHT WETTABILITY APPARATUS	
1232930	1232930	VISCOMETER,OFITE MODEL 900	06-599
1233002	1233002	LAB EQ CHANDLER CONSIST	924
1233062	1233062	LAB EQ PRESS CURING CHA	342
1233128	1233128	THICKENING TIME TESTER	781
1233150	1233150	THICKENING TIME TESTER	955
1233151	1233151	THICKENING TIME TESTER	956
1233152	1233152	THICKENING TIME TESTER	958
1238338	1238338	SYSTEM,5550 VISCOMETER,110V 2	401 & 402
1238342	1238342	Grace 5600 Rheometer for G & G	151
1238597	1238597	OFI 900; LL Masster remote mix	004-12-1580
1238601	1238601	Chandler Eng Consisteometer -	704
1238602	1238602	Chandler Eng Consisteometer -	314
1238603	1238603	Chandler Eng Consisteometer -	417
1238604	1238604	Chandler Eng Consisteometer -	165
1238636	1238636	CTE model 15-400GS SGSA	RP 137
1238819	1238819	Fluid Loss Cell	
1238858	1238858	Viscometers, Pressurized 110V	183
1238859	1238859	Viscometers, Pressurized 110V	544
1238952	1238952	Shear history simulator	
1238955	1238955	5550-110V-SPR-225 rheometers	519
1238956	1238956	5550-110V-SPR-225 rheometers	520
1238957	1238957	5550-110V-SPR-225 HPHT viscome	531
1238958	1238958	5550-110V-SPR-225 HPHT viscome	532
1239062	1239062	Viscometers, Pressurized 110V	466
1239104	1239104	Wettability Tester	153
1239510	1239510	Static Gel Strenght Analyzer	1160
1239573	1239573	CTE Curing Chamber M3-700-4	CC 146
P242613	P242613	Data Acquisition PCs	
Q243230	Q243230	OFITE	08-1012
Q243231	Q243231	Sedimentation Tube	
Q243232	Q243232	Stainless Steel Sedimentatio	

Q243234	Q243234	Sedimentation Mold - WND Lab.	
Q243235	Q243235	Mud Scales (4)	
Q243292	Q243292	UCA Twin Cell 4262	676L AND 676R
Q243293	Q243293	CONSISTOMETER	114
Q243296	Q243296	CURING CHAMBER	174
Q243297	Q243297	CONSISTOMETER	122
Q243298	Q243298	CTE UCA	UCA 10
Q243301	Q243301	CONSTANT SPEED MIXER	1816
Q243302	Q243302	CTE Atmospheric Consistomete	42617
Q243303	Q243303	Atmospheric Consistometer fo	852
USLBEQ-0000017	USLBEQ-0000017	ATMOSPHERIC CONSISTOMETER	
USLBEQ-0000018	USLBEQ-0000018	ATMOSPHERIC CONSISTOMETER	
USLBEQ-0000076	USLBEQ-0000076	Viscometer	004-13-1851
USLBEQ-0000077	USLBEQ-0000077	Viscometer	05-463
USLBEQ-0000078	USLBEQ-0000078	Viscometer	07-806
USLBEQ-0000079	USLBEQ-0000079	Viscometer	08-1054
USLBEQ-0000080	USLBEQ-0000080	Viscometer	M3500A-5
USLBEQ-0000081	USLBEQ-0000081	Viscometer	M3600-5-0340
USLBEQ-0000082	USLBEQ-0000082	HTHP Viscometer	169/170
USLBEQ-0000083	USLBEQ-0000083	HTHP Viscometer	284/285
USLBEQ-0000098	USLBEQ-0000098	Chiller	
USLBEQ-0000100	USLBEQ-0000100	Chiller	
USLBEQ-0000101	USLBEQ-0000101	Chiller	
USLBEQ-0000102	USLBEQ-0000102	Chiller	
USLBEQ-0000115	USLBEQ-0000115	Convection Oven	21AK3
USLBEQ-0000126	USLBEQ-0000126	Single Cell UCA	UCA 11

ADDITIONAL EQUIPMENT NOT ON MASTER ASSET LIST

BJS Asset Number	Description	Dcpartment
1239509	Manufacture of one off Experimental Shear Bond Mac	Cement
1239069	CTE Model 1 SACOGS Gel Sven	Cement
1238585	High Pressure Test Cell	Cement
1238325	C02 Test Equipment	Cement
1232998	LAB EQ COMPACT CURING C	Cement
1232833	aumx DUAL PUMP 1	Cement
1232716	DEDICATED CEMENT TENSILE	Cement
1232670	3-G550 DUALHEAD DDR 3.17 in.LcO	Cement
1232637	FLEXURAL STRENGTH PROTOTYPE	Cement
1232507	ULTRASONIC CEMENT ANALYZER	Cement
1232471	YOKOGAWA CONTROL & MEASUREMENT	Cement
1238640	Chandler Quizix Model Q5220 Dual pump	Cement
1238639	Chandler Quizix Model Q5220 Dual pump	Cement
1238638	Chandler Quizix Model Q5220 Dual pump	Cement
1238637	Chandler Quizix Model Q5220 Dual pump	Cement
1232824	AUTOMATED INTRINSIC VISCOSITY	QC
1239526	Dell Computer	Frac
1238599	CS Mixer; spare parts; bath, OH mixer	Frac
1238339	Chandler HTPT (2)	Frac
1232920	EIRICH HIGH INTENSITY LAB	Frac
1232874	RHEOLOGY LOOP ASSEMBLY	Frac
1232867	TUBING FURNANCE	Frac
1232852	GENESYS 6-UV VIS SCANNING	Frac
1232705	LINDBERG BOX FURNACE	Frac
1232704	LINDBERG BOX FURNACE	Frac
1232604	METERS & PUMPS	Frac
1232582	CROSSLINKER PUMP FOR FRICTION	Frac
1232203	DISPOSAL TANK & INSTALLATION	Frac

Baker Asset #	Asset Description
900000051022	HTHP Filter Press
629474	CEMENT ANALYZER (HP)
867357	Fiber Optic Cables and accessories
863651	Convection Oven, Coreholder, Autoclave Valves
850626	FEI ESEM Upgrade
837553	600 cc stainless steel accumulators
837552	200 cc stainless steel accumulators
836485	CD23-A-2-A-1-C Std 3 1/2 display (four)
836165	Fiber Optic Data Acquisition equipment
815987	216-0023-ASSY-316/GFT
815983	Teledyne Isco E260-D pump
627293	BINDER FEB 400UL HIGH TEMP
627292	BINDER FEB 400UL HIGH TEMP
627277	COLLINS INSTRUMENTS HIGH
627276	TELEDYNE ISCO MODEL E260 DUAL
627205	TESTING PREPARATION EQUIPMENT
627204	ESPEC HUMIDITY OVEN
627202	COREPLUG ULTRA CENTRIFUGE
627161	CATHODOLUMINESCENCE DETECTOR
627159	ULTRA-LOW PERMEAMETER &
627151	ISCO PUMP (2) AND CONTROLLER
627128	ULTRA-LOW TRANSDUCER
627125	UPGRADE OF EXISTING MTS-311
627005	HEATING MANTLES REPLACEMENT &
626829	SCA LAB DATA ACQUIS SOFTWARE
626803	SPEX SHATTERBOX
626720	LEICA MZ 12.5 STEROMICROSCOPE
626649	TYPE TWO CART
626647	TYPE TWO CART
626646	TYPE TWO CART
626529	GEOLOGICAL SERVICES LAB EQUIP

626442 CONFORMANCE SUPPORT EQUIPMENT
626427 UNCONSOLIDATED SAND TEST EQUIP
626413 ENVIRONMENTAL SCANNING
626388 CORE FLOW AUTOMATION
626357 CONFORMANCE LABORATORY STARTUP
626356 CORE FLOW LAB EQUIPMENT
626268 PROPPANT PACK ANALYSIS
626266 COREFLOW EQUIP
626112 PROTYPE/DYNAMIC MODULUS
626106 ELECTRONICS FOR MTS EQUIPMENT
626047 X RAY FLUORESCENCE SYSTEM
626033 COREFLOW AUTOMATION EQUIPMENT
626029 CORE FLOW EQUIPMENT UPGRADE
626021 PRESSURE TESTER
148603 MiniFlex + Desktop Diffraction
37032 X-Ray Fluorescence Sys for Tech Svcs La
626352 PRESSURIZED CONSISTOMETER
626016 UCA
626070 UCA
503656 Lost Circulation Apparatus
626438 Atmospheric Consistometer

SCHEDULE 2

Non- Purchased Assets to Which Purchaser Will Have Use Rights

us01P241880	P241880	Lab Eq	Flow Loop

SCHEDULE 3

Purchased Assets to Which Seller and its Successor Will Have Use Rights

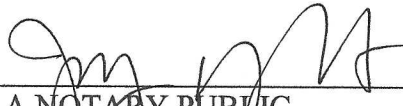
us011232669	1232669	Lab Eq	KRUSS TENSIOMETER
us011232836	1232836	Lab Eq	UV-VISIBLE SPECTROPHOTOMETER
us011232925	1232925	Lab Eq	FTTR SPECTROMETER UNIT T37 TEN
us011239135	1239135	Lab Eq	ELEMENTAL ANALYZER

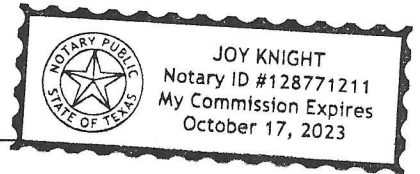
EXHIBIT A

AMENDED AND RESTATED SERVICES AGREEMENT
(Available Upon Request)

EXHIBIT 2

THIS IS **EXHIBIT "2"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 21th DAY OF AUGUST, 2020


A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS



**IN THE UNITED STATES BANKRUPTCY COURT
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. 160, 223

**ORDER (I) APPROVING THE SALE OF CERTAIN OF
THE DEBTORS' FRACKING EQUIPMENT AND INTELLECTUAL PROPERTY
FREE AND CLEAR OF CLAIMS, LIENS, INTERESTS AND ENCUMBRANCES;
(II) APPROVING THE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (the "Debtors"), for, among other things, entry of an order (this "Order"): (a) authorizing and approving the sale (the "Sale") of the Purchased Assets (as defined in the Stalking Horse Agreement) pursuant to the Stalking Horse Agreement (attached hereto at **Exhibit 1**), as amended, supplemented, or modified from time to time, and which for purposes of this Order shall include all exhibits, schedules and ancillary documents related thereto, (collectively, the "Transaction Documents"), free and clear of all claims, liens, interests and encumbrances (other than Assumed Liabilities and Permitted Liens); (b) authorizing the assumption or assumption and assignment of certain executory contracts (collectively, the "Assumed Contracts"); and the assumption of certain

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 *Debtors' Emergency Motion for Entry of an Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors' Fracking Equipment and Intellectual Property, (II) Scheduling an Auction and A Sale Hearing, (III) Approving the Form and Manner of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. 160]. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Motion, the Bidding Procedures Order (defined below), or the Stalking Horse Agreement, as applicable.

liabilities (collectively, the “Assumed Liabilities”), each as more fully described in the Stalking Horse Agreement; and (c) granting related relief, and the Court having held a hearing on August 21, 2020 (the “Sale Hearing”) to approve the Sale; and the Court having reviewed and considered the relief sought in the Motion with respect to the Sale, the declarations submitted in support of the Sale, all objections to the Sale and the Debtors’ reply thereto, and the arguments of counsel made and the testimony and evidence proffered or adduced at the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale and the relief requested in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion and at the Sale Hearing with respect to the Sale is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and upon the record of the Sale Hearing and these chapter 11 cases (the “Chapter 11 Cases”), and after due deliberation thereon, and good cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. **Jurisdiction and Venue.** This Court has jurisdiction over the Motion and the Sale pursuant to 28 U.S.C. §§ 157 and 1334 and may enter a final order on the Motion consistent with Article III of the United States Constitution. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

³ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein pursuant to Fed. R. Bank. P. 7052.

B. **Statutory Predicates.** The legal predicates for the relief requested in the Motion are Bankruptcy Code sections 105, 363, 364, 365 and 503. Such relief is also warranted pursuant to Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014.

C. **Opportunity to Object.** A reasonable opportunity to object or to be heard regarding the requested relief has been afforded to all interested parties and entities.

D. **Bidding Procedures Order.** On July 29, 2020 the Court entered an order [Docket No. 223] (the “Bidding Procedures Order”), which, among other things, (i) approved the Bidding Procedures, and (ii) approved the Assumption and Assignment Procedures and the form and manner of the Cure Notice in connection thereto. In accordance with the Bidding Procedures Order, the Stalking Horse Agreement was deemed a Qualified Bid, and upon conclusion of the Auction, the Winning Bid.

E. On July 24, 2020, the Debtors entered into the Stalking Horse Agreement, subject to higher or better offers.

F. On August 21, 2020, the Debtors and the Buyer entered into an amendment to the Stalking Horse Agreement.

G. **Opportunity to Bid.** The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Purchased Assets (as defined in the Stalking Horse Agreement). The Debtors conducted the sale process without collusion and in accordance with the Bidding Procedures. The Debtors and their professionals adequately marketed the Purchased Assets and conducted the marketing and sale process in compliance with the Bidding Procedures and the Bidding Procedures Order. Based upon the record of these proceedings, creditors and other parties in interest and prospective

purchasers were afforded a reasonable and fair opportunity to bid for the Purchased Assets. The Debtors and their professionals conducted the sale process in compliance with the Bidding Procedures Order, and afforded potential purchasers a full, fair and reasonable opportunity to make a higher or otherwise better offer for the Purchased Assets than the offer reflected in the Stalking Horse Agreement.

H. **Extensive Efforts by Debtors.** The Debtors, with the assistance of their counsel, investment banker, and other advisors, evaluated strategic alternatives including extensive marketing efforts. The Debtors have presented credible evidence that they explored various strategic alternatives for the Debtors' businesses over an extended period of time and communicated with numerous parties regarding, among other potential transactions, a sale of all or substantially all of the Purchased Assets. The Sale is the result of the Debtors' extensive efforts in seeking to maximize recoveries to the Debtors' estates for the benefit of creditors.

I. **Business Justification.** The Debtors have articulated good and sufficient business reasons for the Court to authorize (i) the immediate assumption of the Stalking Horse Agreement, and, subject to the terms of this Order, consummation of the Sale including the sale of the Purchased Assets to the Stalking Horse Bidder and/or its permitted assigns (collectively, the "Buyer") pursuant to the terms of the Stalking Horse Agreement, (ii) the assumption or assumption and assignment of the Assumed Contracts as set forth herein and in the Stalking Horse Agreement, and (iii) the assumption of the Assumed Liabilities as set forth herein and in the Stalking Horse Agreement. Entry into the Stalking Horse Agreement and consummation of the Sale are sound exercises of the Debtors' business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties in interest.

J. The Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to the Buyer. Additionally: (i) the Debtors conducted a robust marketing process to sell the Purchased Assets and the Stalking Horse Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; (iii) the Stalking Horse Agreement and the closing of the Transaction (as defined in the Bidding Procedures Order) present the best opportunity to realize the highest value for the Purchased Assets; (iv) there is risk of deterioration of the value of the Purchased Assets if the Stalking Horse Agreement is not immediately assumed and the Sale is not consummated in accordance with the terms of the Stalking Horse Agreement and this Order; (v) the Stalking Horse Agreement and the sale of the Purchased Assets to the Buyer provide greater value to the Debtors' estates than would be provided by any other presently available alternative; and (vi) the Buyer would not agree to purchase the Purchased Assets pursuant to the terms of the Stalking Horse Agreement and this Order if the Purchased Assets remained subject to higher or better offers after the entry of this Order. Good and sufficient reasons for approval of the Stalking Horse Agreement and the Sale have been articulated by the Debtors. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose for (i) the sale of the Purchased Assets outside of the ordinary course of business pursuant to Bankruptcy Code section 363(b); (ii) a restriction on the Debtors pursuing, considering or accepting any further offers for the Purchased Assets from and after the entry of this Order through the earlier of the consummation of the Sale or termination of the Stalking Horse Agreement in accordance with its terms; and (iii) the immediate assumption of the Stalking Horse Agreement. To maximize the value of the Purchased Assets and preserve the viability of the operations to which the Purchased Assets relate, it is essential that the Sale occur

within the time constraints set forth in the Stalking Horse Agreement and this Order and that the Buyer be protected against any further offers for the Purchased Assets.

K. **Notice.** As evidenced by the affidavits of service [Docket Nos. 212, 238, 244, 335, 337, 338, 366] previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Sale Hearing, the Sale, the Assumption and Assignment Procedures and the assumption or assumption and assignment of the Assumed Contracts, and the applicable Cure Costs (as defined herein) has been provided in compliance with the Bidding Procedures Order and in accordance with Bankruptcy Code sections 102(1), 363, and 365, and Bankruptcy Rules 2002, 4001, 6004, 6006, 9006, 9007, and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale, the assumption or assumption and assignment of the Assumed Contracts, or the Cure Costs is or shall be required. Such notice was sufficient and reasonably calculated under the circumstances to reach all known and unknown holders of claims and interests and non-Debtor counterparties to executory contracts.

L. **Auction.** The Debtors' marketing process with respect to the Sale afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer. Therefore, in accordance with the Bidding Procedures Order, following the Auction, the Debtors determined that the Stalking Horse Agreement constituted the highest and best offer and selected the Stalking Horse Agreement as the Successful Bid. The Debtors therefore determined in a valid and sound exercise of their business judgment, and in accordance with the Bidding Procedures and Bidding Procedures Order, that the highest and best Qualified Bid for the Purchased Assets is that of the Buyer and that the Stalking Horse Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative.

M. **Good Faith.** The Stalking Horse Agreement was negotiated and is undertaken by the Debtors and the Buyer at arm's-length, without collusion or fraud, and in good faith within the meaning of Bankruptcy Code section 363(m). The Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, complied with the Bidding Procedures Order, and agreed to, and did, subject its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. All releases and payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed. The Buyer has not violated Bankruptcy Code section 363(n) by any action or inaction on its part. As a result of the foregoing, the Buyer is entitled to the protections of Bankruptcy Code section 363(m), including in the event this Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these cases.

N. **Title to Purchased Assets.** The Purchased Assets sought to be transferred and/or assigned, as applicable, by the Debtors to the Buyer pursuant to the Stalking Horse Agreement are property of the Debtors' estates and good title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Purchased Assets with all rights, title and interests to the Purchased Assets, and no other person has any ownership right, title, or interest therein.

O. **Authority.** The Debtors: (i) have full power and authority to execute and assume the Stalking Horse Agreement and all other documents contemplated thereby, (ii) have all of the power and authority necessary to consummate the transactions contemplated by the Stalking Horse Agreement subject to the terms of this Order, and (iii) have taken all corporate action necessary to authorize and approve the Stalking Horse Agreement and the immediate assumption thereof, the

sale of the Purchased Assets, and all other actions required to be performed by the Debtors in order to consummate the transactions contemplated in the Stalking Horse Agreement. No consents or approvals, other than those already obtained or expressly provided for in the Stalking Horse Agreement or this Order, are required for the Debtors to consummate the Sale.

P. **Highest and Otherwise Best Offer.** The total consideration provided by the Buyer for the Purchased Assets represents the highest and best offer received by the Debtors, and the amount of aggregate consideration provided by the Buyer to the Debtors pursuant to the Stalking Horse Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and any other applicable laws, and may not be avoided under Bankruptcy Code section 363(n) or any provision of chapter 5 of the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount of aggregate consideration that would provide greater economic value to the Debtors' estates than the Buyer. The Debtors' determination that the Stalking Horse Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment. The Court's approval of the Motion, the Sale, and the Stalking Horse Agreement, and the immediate assumption thereof, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

Q. **No Further Bidding.** The Buyer would not have entered into the Stalking Horse Agreement and would not consummate the Sale if the sale of the Purchased Assets to the Buyer were subject to higher or better bids from and after the entry of this Order, through and including

the earlier of the consummation of the Sale or termination of the Stalking Horse Agreement in accordance with its terms.

R. **Necessity of Order; Free and Clear.** Other than the Assumed Liabilities and Permitted Liens, the Buyer would not have entered into the Stalking Horse Agreement and would not consummate the Sale without all of the relief provided for in this Order, including if (i) the Sale was not free and clear, pursuant to Section 363(f) of the Bankruptcy Code, of all liens, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, mortgages, deeds of trust, pledges, charges, security interests, of whatever kind or nature, rights of first refusal, rights of offset or recoupment, royalties, conditional sales or title retention agreements, hypothecations, preferences, debts, easements, suits, licenses, options, rights-of recovery, judgments, orders and decrees of any court or foreign domestic governmental entity, taxes (including foreign, state and local taxes), covenants, restrictions, indentures, instruments, leases, options, off-sets, recoupments, claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances and other interests of any kind or nature whatsoever against the Debtors or any of the Purchased Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employment or labor law claims or liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against any of the Debtors, claims or liabilities relating to any act or omission of any originator, holder or servicer of mortgage loans prior to the Closing Date, any indemnification claims or liabilities relating to any act or omission of the Debtors or any other person prior to the Closing Date, any derivative, vicarious, transferee or successor liability claims,

alter ego claims, de facto merger claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, contingent or matured, liquidated or unliquidated, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material statutory or non-statutory, legal or equitable, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Purchased Assets, the operation of any of the Debtors' businesses before the Closing Date (collectively, the "Claims"), or (ii) if the Buyer would, or in the future could, be liable for any such Claims.

S. Except as provided otherwise in the Stalking Horse Agreement or this Order, neither the Buyer nor any of the Buyer's affiliates (including any subsidiary of Buyer, any person or entity that could be treated as a single employer with the Buyer pursuant to Section 4001(b) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended ("IRC")), shall be responsible for any Claims, including in respect of the following: (i) any labor or employment agreements; (ii) any mortgages, deeds of trust and security interests; (iii) any intercompany loans and receivables between one or more of the Debtors and any Debtor; (iv) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any of the Debtors or any multiemployer plan to which the

Debtors have at any time contributed to or had any liability or potential liability, (v) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the IRC and of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (vi) any liabilities arising under any Environmental Laws with respect to any assets owned or operated by any of the Debtors or any corporate predecessor of any of the Debtors at any time prior to the Closing Date; (vii) any bulk sales or similar law; (viii) any tax statutes or ordinances, including, without limitation, the IRC; and (ix) any excluded liabilities.

T. **Satisfaction of 363(f) Standards.** The Debtors may sell the Purchased Assets free and clear of all Claims (other than Assumed Liabilities and Permitted Liens) because, with respect to each creditor asserting a Claim, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Those holders of Claims that did not object to or that withdrew their objections to the Sale or the Motion, are deemed to have consented to the Motion and the Sale pursuant to Bankruptcy Code section 363(f)(2).

U. Neither the Debtors nor the Buyer engaged in any conduct that would cause or permit the Stalking Horse Agreement, the other Transaction Documents, or the consummation of the Sale to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable law.

V. **Valid and Binding Contract.** The Stalking Horse Agreement is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The Stalking Horse Agreement and the consideration offered by the Buyer pursuant to the Stalking Horse Agreement constitute reasonably equivalent value and fair consideration. The Stalking Horse Agreement was not entered into, and the Sale is not consummated, for the purpose of hindering, delaying or defrauding the Debtors' creditors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer have entered into the Stalking Horse Agreement or the other Transaction Documents or is consummating the Sale for any fraudulent or otherwise improper purpose.

W. **No Successor Liability.** Except as provided for in the Stalking Horse Agreement or in this Order, upon the Closing, the Buyer shall not be deemed to, (i) be the successor of or successor employer to any of the Debtors, including without limitation, with respect to any collective bargaining agreement, works council agreement, or other labor Contract, any benefit plans, or any multiemployer plans, and the Buyer and/or its affiliates, as applicable, shall instead be, and be deemed to be, a new employer, including with respect to, among other things, any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws (provided that the Buyer shall pay any employee-related liabilities to the

extent included in the Assumed Liabilities); (ii) have any common law successorship liability in relation to any benefit plan or multiemployer plan, including with respect to withdrawal liability or contribution obligations; (iii) have, *de facto*, or otherwise, merged or consolidated with or into Debtors; (iv) be a mere continuation or substantial continuation of Debtors or the enterprise(s) of Debtors; or (v) be liable for any acts or omissions of Debtors in connection with any collective bargaining agreement, works council agreement, or other labor Contract, the conduct of the Business, or the operation, funding or administration of the benefit plans or multiemployer plans or arising under or related to the Purchased Assets other than as expressly set forth in the Stalking Horse Agreement and the Transaction Documents. Without limiting the generality of the foregoing, and except as otherwise provided in the Stalking Horse Agreement, the parties intend and the Court hereby finds that the Buyer shall not be liable for any encumbrance or liability (other than Assumed Liabilities and Permitted Liens) against any Seller, or any of its predecessors or affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, any collective bargaining agreement, works council agreement, or other labor Contract, the operation, funding, or administration of the benefit plans or multiemployer plans, the Purchased Assets or any liabilities of any Seller arising or attributable to periods prior to the Closing Date. For the avoidance of doubt, the Debtors are deemed to release and forever discharge Buyer and any of its affiliates, successors, and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, relating to the Sale or operation of the Purchased Assets prior to Closing, except for the Assumed Liabilities. The Buyer

would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon “successor liability,” *de facto* merger, or theories of similar effect.

X. **Cure Costs**. The Debtors have proven and demonstrated that it is an exercise of their sound business judgment to assume or assume and assign the Assumed Contracts to the Buyer in connection with the consummation of the Sale, and the assumption or assumption and assignment of the Assumed Contracts to the Buyer is in the best interests of the Debtors, their estates and creditors and all parties in interest. The Assumed Contracts are an integral part of the Purchased Assets being purchased by the Buyer, and accordingly, such assumption or assumption and assignment of the Assumed Contracts is reasonable and enhances the value of the Debtors’ estates. The cure amounts required to be paid pursuant to Bankruptcy Code section 365(b), whether agreed or judicially resolved (the “Cure Costs”), are deemed to be the entire cure obligation due and owing under the Assumed Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to an Assumed Contract failed to timely file an objection to the proposed Cure Cost filed with the Bankruptcy Court, the Cure Cost listed in the Cure Notice shall be deemed to be the entire cure obligation due and owing under the applicable Assumed Contract.

Y. Each provision of the Assumed Contract or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Assumed Contract has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.

Z. Assumption or assumption and assignment of any Assumed Contract to the Buyer pursuant to this Order and the Stalking Horse Agreement and full payment of any applicable Cure Cost shall result in the full release and satisfaction of any and all cures, Claims, or defaults, whether

monetary or nonmonetary, including defaults of provisions restricting change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Contract at any time prior to the Closing Date, and shall relieve the Debtors and their estates from any liability for any breach of such Assumed Contract occurring after such assignment.

AA. **Adequate Assurance**. The Buyer has demonstrated adequate assurance of future performance of all Assumed Contracts within the meaning of Bankruptcy Code section 365.

BB. Upon the assumption or assumption and assignment to the Buyer and the payment of the relevant Cure Cost (if applicable), (i) each Assumed Contract shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured, subject to the provisions of this Order; and (ii) the Buyer shall assume all obligations under each Assumed Contract.

CC. **Injunction**. An injunction against creditors and third parties pursuing Claims against, and liens, interests and encumbrances on, the Purchased Assets is necessary to induce the Buyer to close the Sale, and the issuance of such injunctive relief is therefore necessary to avoid irreparable injury to the Debtors' estates and will benefit the Debtors' creditors.

DD. **No Sub Rosa plan**. The Sale does not constitute a *sub rosa* chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

EE. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound

business purpose and justification for the immediate approval and consummation of the Sale as contemplated by the Stalking Horse Agreement. The Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the Sale subject to the terms of this Order.

FF. **Best Interests.** The relief granted herein is in the best interests of the Debtors, their estates and creditors, and other parties in interest.

GG. **Time is of the Essence.** Time is of the essence in the Stalking Horse Agreement consummating the Sale. In order to maximize the value of the Purchased Assets, it is essential that the Sale and assumption and assignment of the Assumed Contracts to the Buyer occur within the time constraints set forth in the Stalking Horse Agreement. Specifically, the Stalking Horse Agreement must be assumed immediately and the Sale must be approved promptly in order to preserve the viability of the business subject to the Sale as a going concern, to maximize the value to the Debtors, their estates, their creditors, and all other parties in interest.

HH. **Jereh Contracts.** Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement, nothing in this Order shall modify the rights of BJ Services, LLC, American Jereh International Corporation, or Yantai Jereh Petroleum Equipment & Technologies Co., Ltd. under: (i) that certain Sales Contract, dated November 20, 2019, by and among the parties, and (ii) that certain Mutual Non-Disclosure Agreement, dated July 12, 2019, by and among the parties, with respect to ownership rights in intellectual property that were granted under the agreements.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted.** The Motion is **GRANTED**, to the extent set forth herein.
2. **Objections Overruled.** Any objections to the Motion, or any other relief granted in this Order, to the extent not resolved, adjourned for hearing on a later date, waived or withdrawn

or previously overruled, and all reservations of rights included therein, is hereby **OVERRULED** and **DENIED** on the merits.

3. **Bidding Procedures.** The Bidding Procedures utilized by the Debtors with respect to the Sale, including the Stalking Horse Protections, are hereby ratified and were and are appropriate under the circumstances in order to maximize the value obtained from the Sale for the benefit of the Debtors' estates.

4. **Immediate Assumption of Stalking Horse Agreement.** The Stalking Horse Agreement, including the Stalking Horse Protections therein, shall be deemed assumed immediately upon entry of this Order without the need for further action by any party or the Court.

5. **No Further Bidding.** Immediately upon entry of this Order, and pending consummation of the Sales or termination of the Stalking Horse Agreement in accordance with its terms, the Debtors shall neither solicit nor accept any bids or offers for the Purchased Assets. The Debtors shall immediately close access to any "due diligence data room" or similar information sharing medium to all third parties other than the Buyer, and shall require that all information provided to prospective bidders in connection with the sale process be returned or destroyed in accordance with the terms of applicable confidentiality agreements. The Stalking Horse Protections provided for in the Stalking Horse Agreement shall continue in accordance with the terms of the Stalking Horse Agreement notwithstanding that no further bids may be accepted by the Debtors from or after the date hereof.

6. **Approval of Stalking Horse Agreement and Sale.** Pursuant to Bankruptcy Code sections 105, 363, 364, 365 and 503 and the Stalking Horse Agreement, the Sale is hereby approved and the Debtors are authorized to enter into and perform under the Stalking Horse Agreement and the other Transaction Documents. Pursuant to Bankruptcy Code sections 105,

363, 364, 365 and 503 and in accordance with the terms of the Stalking Horse Agreement and this Order, each of the Debtors and the Buyer are hereby authorized and directed to take any and all actions necessary or appropriate to: (i) consummate the Sale and the Closing in accordance with the Winning Bid, the Transaction Documents, and this Order; (ii) assume or assume and assign the Assumed Contracts; (iii) provide for the assumption of the Assumed Liabilities; and (iv) perform, consummate, implement and close fully the Stalking Horse Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale pursuant to the Stalking Horse Agreement. The Debtors and each other party to the Transaction Documents are hereby authorized and directed to perform each of their covenants and undertakings as provided in the Stalking Horse Agreement and the Transaction Documents prior to, on or after the Closing Date without further order of the Court. The Buyer and the Debtors shall have no obligation to close the Sale except as is contemplated and provided for in the Stalking Horse Agreement and this Order.

7. **Credit Bid.** To the extent that a party makes a credit bid based upon a credit which is supported by collateral that constitutes assets being sold in the Sale approved by this Order, and such credit bid is later accepted by the Debtor and submitted to this Court for approval, if, and only if, such credit bid contemplates the closing of the Sale described in the Motion and approved in this Order in such manner as to leave the Sale undisturbed in all respects when viewed from the perspective of the Buyer, then the Court reserves to itself the right to incorporate this Order in any order approving such credit bid. For the avoidance of doubt, this Order is the final order of the Court in respect of the Sale and any such further Order shall be in supplement of this Order, not in substitution or amendment hereof (unless otherwise agreed by the Buyer).

8. **Resolution of Bharat Forge Objection.** Bharat Forge Limited (“BFL”) and the Debtors are parties to that certain Agreement (as defined in the Objection filed by BFL at Docket No.328) (the “Agreement”). The Agreement is not being assumed by the Debtors or assigned to the Buyer. Notwithstanding anything contained in this Order or the attached Purchase Agreement to the contrary, all of BFL’s rights, claims and interest under the Agreement are preserved and not affected by the proposed sale. Accordingly, the rights, claims or interests of BFL under the Agreement are reserved with respect to the sale of any intellectual property owned by the Debtor covered by the Agreement. Additionally, no intellectual property owned by BFL is being sold, nor is BFL’s interest in any joint intellectual property under the Agreement being sold. Moreover, the goods subject to the Open Purchase Orders (as defined in the Objection and listed on an Exhibit thereto) are not being sold by the Debtor free and clear, and such goods are owned by BFL. For avoidance of doubt, no IP Rights (as defined in the Agreement) are being sold or assigned free and clear of the rights and interests granted to BFL under the Agreement and BFL may continue to use any intellectual property licensed to it under the Agreement. And, all rights, interests and claims of BFL under the Agreement with respect to all IP Rights is preserved. Specifically, BFL’s right, title and interest in any Joint Project IP (as defined in the Agreement) is preserved. BFL retains its right to file a claim in this case, including a possible rejection claim. The Buyer shall have no rights or interest in the Agreement. If the Buyer later desires to purchase goods from BFL, whether subject to a current or future purchaser order issued to BFL, it shall make satisfactory payment arrangements with BFL, which will likely include payment in advance of the commencement of the manufacture of the goods.

9. **Section 365(f) of Bankruptcy Code.** Pursuant to Bankruptcy Code section 365(f), notwithstanding any provision of any Assumed Contract or applicable non-bankruptcy law that

prohibits, restricts or conditions the assignment of the Assumed Contracts, the Debtors are authorized to assume the Assumed Contracts and to assign the Assumed Contracts to the Buyer or to any permitted assign, which assignment shall take place on and be effective as of the Closing or as otherwise provided by order of this Court or by the Stalking Horse Agreement. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Buyer or the Debtors as a result of the assumption and assignment of the Assumed Contracts. The Debtors shall have assumed or assumed and assigned the Assumed Contracts in accordance with the Stalking Horse Agreement, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Assumed Contracts shall not be a default thereunder. After the payment of the relevant Cure Cost (if applicable), neither the Debtors, their bankruptcy estates nor the Buyer shall have any further liabilities to the non-Debtor counterparties to the Assumed Contracts, other than the Buyer's obligations under the Assumed Contracts that accrue or become due and payable on or after the Closing Date.

10. **Assumed Contracts.** The assumption or assumption and assignment of the Assumed Contracts is subject to the consummation of the Sale. To the extent that an objection by a counterparty to any Assumed Contract, including all objections related to Cure Costs, is not resolved prior to the Closing Date, the Debtors, with the consent of the Buyer and in accordance with the Stalking Horse Agreement, may elect to: (i) not assume or assume and assign to the Buyer the Assumed Contracts; (ii) postpone the assumption of such Assumed Contracts until the resolution of such objection; or (iii) reserve the disputed portion of the Cure Cost and assume the Assumed Contracts on the Closing Date. So long as the claimed Cure Cost is held in reserve, and there are no other unresolved objections to the assumption or assumption and assignment of the applicable Assumed Contracts, the Debtors can, without further delay, assume or assume and

assign the Assumed Contracts that are the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse would be limited to the funds held in reserve.

11. **Valid Transfer.** Upon the Closing: (a) the Debtors are hereby authorized to consummate, and shall be deemed for all purposes to have consummated, the sale, transfer and assignment of all of the Debtors' rights, title and interest in the Purchased Assets to the Buyer free and clear of all Claims (other than the Assumed Liabilities and Permitted Liens); and (b) except as otherwise expressly provided in the Stalking Horse Agreement, all encumbrances and liabilities (other than the Assumed Liabilities and Permitted Liens) shall not be enforceable as against the Buyer or the Purchased Assets. Unless otherwise expressly included in the Assumed Liabilities and Permitted Liens, or as otherwise expressly provided by this Order, the Buyer shall not be responsible for any Claims, liens, liabilities, obligations, interests or encumbrances, including in respect of the following: (i) any labor or employment agreements; (ii) any mortgages, deeds of trust and security interests; (iii) any intercompany loans and receivables between one or more of the Debtors and any Debtor; (iv) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (v) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act

of 1990, (h) COBRA, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (vi) any liabilities arising under any Environmental Laws with respect to any assets owned or operated by any of the Debtors or any corporate predecessor of any of the Debtors at any time prior to the Closing Date; (vii) any bulk sales or similar law; (viii) any tax statutes or ordinances, including, without limitation, the IRC, as amended; and (ix) any excluded liabilities. A certified copy of this Order may be filed with the appropriate clerk and/or recorder to act to cancel any such lien, claim, interest or encumbrance of record.

12. The transfer to the Buyer of the Debtors' rights, title, and interest in the Purchased Assets pursuant to the Stalking Horse Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors' rights, title, and interest in the Purchased Assets, notwithstanding any requirement for approval or consent by any person, and vests with or will vest in the Buyer all rights, title, and interest of the Debtors in the Purchased Assets, free and clear of all Claims of any kind or nature whatsoever (other than the Assumed Liabilities and Permitted Liens), with any such Claims attaching to the net available proceeds with the same validity, extent, and priority as immediately prior to the sale of the Purchased Assets, subject to the provisions of the Stalking Horse Agreement and this Order, and any rights, claims, and defenses of the Debtors and other parties in interest; provided, that all liens, claims, interests, and encumbrances on the Purchased Assets, including, without limitation the Prepetition ABL Liens, Prepetition GACP Liens, and Adequate Protection Liens (each as defined in the second interim order authorizing the Debtors' use of cash collateral [Docket No. 261] (the "Cash Collateral Order"), shall attach to the proceeds of the Sale attributable to the property against which such liens, claims, interests, and

encumbrances applied, in the same order of priority and with the same validity, force, and effect that such liens, claims, interests, and encumbrances applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein. Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement, any party who holds a possessory lien under applicable state law against any of the Purchased Assets, and turns over to the Debtors or the Buyer (as applicable) the property subject to the possessory lien, shall retain its lien on the Sale proceeds the same as if the party still had possession of the property in question. Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement, any party who holds a possessory lien under applicable state law against any of the Purchased Assets, and turns over to the Debtors or the Buyer (as applicable) the property subject to the possessory lien, shall retain its lien on the Sale proceeds the same as if the party still had possession of the property in question.

13. **Sale Proceeds.** Upon receipt of the Sale proceeds, the Debtor shall segregate and separately hold the Sale proceeds attributable to the assets in which the Prepetition ABL Secured Parties (as defined in the Cash Collateral Order) have a prepetition first priority security interest. Such Sale proceeds may be distributed as provided by further order of the Court.

14. **No Liability.** The Buyer nor its successors or assigns shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, or delivery of the Stalking Horse Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in, or to enforce the terms of, the Stalking Horse Agreement and this Order.

15. **Assigned Contracts and Assumed Liabilities.** Except as expressly provided in the Stalking Horse Agreement, the other Transaction Documents, or by this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other persons, holding Claims of any kind or nature whatsoever against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), including, without limitation, the non-Debtor party or parties to each Assumed Contract, arising under or out of, in connection with, or in any way relating to, the Purchased Assets or the transfer of the Debtors' interests in the Purchased Assets to the Buyer shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing Claims against the Buyer, its affiliates, successors, assigns, the Purchased Assets, or the interests of the Debtors in such Purchased Assets (other than Assumed Liabilities and Permitted Liens). Following the Closing, no holder of a Claim against the Debtors (other than Assumed Liabilities and Permitted Liens) shall interfere with the Buyer's title to or use and enjoyment of the Debtors' interest in the Purchased Assets based on or related to such Claim, and, except as otherwise provided in the Stalking Horse Agreement, the Transaction Documents or this Order, all such Claims, if any, shall be, and hereby are transferred and will attach to the net available proceeds from the sale of the Purchased Assets in the order of their priority, with the same validity, force, and effect which they have against such Purchased Assets as of the Closing, subject to any rights, claims and defenses that the Debtors' estates and the Debtors, as applicable,

may possess with respect thereto. All persons are hereby enjoined from taking action that would interfere with or adversely affect the ability of the Debtors to transfer the Purchased Assets in accordance with the terms of the Stalking Horse Agreement, the Transaction Documents, and this Order.

16. Upon assumption of the Assumed Contracts by the Debtors and assignment of same to the Buyer, the Assumed Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order. As of the Closing, subject to the provisions of this Order, the Buyer shall succeed to the entirety of Debtors' rights and obligations in the Assumed Contracts first arising and attributable to the time period occurring on or after the date of assumption or assumption and assignment of the Assumed Contracts becomes effective and shall have all rights thereunder.

17. Notwithstanding anything to the contrary in this Order, or any Notice related thereto, all employee benefits agreements (other than as expressly set forth in the Stalking Horse Agreement), including the following employee benefits agreements between Debtors and Cigna shall not be assumed and assigned pursuant to this Sale Order: (a) Administrative Services Only Agreement (Account No. 3340809), as amended, between Cigna Health and Life Insurance Company and BJ Services Company effective 7/1/2017; (b) Group Long-Term Disability Insurance Policy (FLK 960962), as amended, between Life Insurance Company of North America ("LINA") and BJ Services, LLC ("BJ Services") effective 4/1/2017; (c) Group Accident Insurance Policy (OK 969359), as amended, between LINA and BJ Services effective 4/1/2017; (d) Group Life Insurance Policy (FLX 967863), as amended, between LINA and BJ Services effective 4/1/2017; and (e) Group Voluntary Life Insurance Policy (FLX 967864), as amended, between LINA and BJ Services effective 4/1/2017.

18. **Cure Costs.** Subject to paragraph 10 of this Order, upon the entry of this Order, (a) all defaults (monetary and non-monetary) under the Assumed Contracts through the Closing shall be deemed cured and satisfied through the payment of the Cure Costs, (b) no other amounts will be owed by the Debtors, their estates, or the Buyer with respect to amounts first arising or accruing during, or attributable or related to, the period before Closing with respect to the Assumed Contracts, and (c) any and all persons or entities shall be forever barred and estopped from asserting a claim against the Debtors, their estates, or the Buyer that any additional amounts are due or defaults exist under the Assumed Contracts that arose or accrued, or relate to or are attributable to the period before the Closing, including defaults of provisions restricting change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Contracts at any time on or prior to the Closing Date. Assignment by the Debtors of any Assumed Contracts to the Buyer or the Buyer Designee shall relieve the Debtors and their estates from any liability for any breach of such Assumed Contracts occurring after such assignment.

19. With respect to any dispute regarding Cure Costs (a “Cure Dispute”) not resolved at or prior to the Sale Hearing, such dispute may be (a) resolved consensually by the Debtors and the counterparty without further order of the court or (b) if such Cure Dispute cannot be resolved by the parties, then (i) the Winning Bidder may choose to not assume the applicable contract or (ii) the parties may request a hearing to resolve the Cure Dispute.

20. **Good Faith.** The Stalking Horse Agreement has been entered into by the Buyer in good faith and the Buyer is a good faith purchaser of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). The Buyer is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

21. **No Bulk Sales.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale. Except as otherwise provided in the Stalking Horse Agreement, and the Transaction Documents, no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment is due to any person in connection with the Stalking Horse Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby for which the Buyer is or will become liable.

22. **Consideration.** The consideration provided by the Buyer for the Purchased Assets under the Stalking Horse Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal or state laws.

23. **Section 363(n) of Bankruptcy Code.** Neither the Debtors nor the Buyer engaged in any conduct that would cause or permit the Stalking Horse Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable law. Accordingly, the Stalking Horse Agreement and the Sale shall not be avoidable under section 363(n) or chapter 5 of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Stalking Horse Agreement or the Sale.

24. **Closing.** On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of

the Debtors' rights, title, and interest in the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Buyer on the Closing Date pursuant to the terms of the Stalking Horse Agreement, free and clear of all Claims (other than Assumed Liabilities and Permitted Liens).

25. Upon the Closing and to the greatest extent allowed by applicable law, the Buyer shall not, nor shall be deemed to, (i) be the successor of or successor employer to any of the Debtors, including without limitation, with respect to any collective bargaining agreement, works council agreement, or other labor Contract, any benefit plans, or any multiemployer plans, and the Buyer and/or its affiliates (including the Target Entities), as applicable, shall instead be, and be deemed to be, a new employer, including with respect to, among other things, any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws (ii) have any common law successorship liability in relation to any benefit plan or multiemployer plan, including with respect to withdrawal liability or contribution obligations; (iii) have, *de facto*, or otherwise, merged or consolidated with or into Debtors; (iv) be a mere continuation or substantial continuation of Debtors or the enterprise(s) of Debtors; or (v) be liable for any acts or omissions of Debtors in connection with any collective bargaining agreement, works council agreement, or other labor Contract, the conduct of the Business, or the operation, funding, or administration of the benefit plans or multiemployer plans or arising under or related to the Purchased Assets, except as expressly provided in the Stalking Horse Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in the Stalking Horse Agreement, the parties intend and the Court hereby orders that the Buyer shall not be liable for any encumbrance or liability (other than Assumed Liabilities and Permitted Liens) against any Seller, or any of its predecessors or affiliates, and the Buyer shall not have successor or vicarious

liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, any collective bargaining agreement, works council agreement, or other labor Contract, the operation, funding, or administration of the benefit plans or multiemployer plans, the Purchased Assets or any liabilities of any Seller arising or attributable to periods prior to the Closing Date.

26. **Free and Clear.** Other than the Buyer's assumption of the applicable Assumed Liabilities and the Buyer's obligations under the Stalking Horse Agreement and the other Transaction Documents, the Buyer and its successors and assigns shall have no obligations with respect to any Claims, and, upon consummation of the Sale, the Debtors and their estates are deemed to release and forever discharge the Buyer and its successors and assigns from any and all Claims of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, solely relating to the sale of the Purchased Assets or assignments of the Assumed Contracts. This Order: (a) is and shall be effective as a determination that other than Assumed Liabilities and Permitted Liens, all Claims of any kind or nature whatsoever existing as to Purchased Assets, including all Claims as to all Indebtedness (as defined in the Stalking Horse Agreement) and any tax liability, prior to the Closing have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected, with such claims and liens attaching in order of priority to the proceeds of the Sale, and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or

who may be required to report or insure any title or state of title in or to the Purchased Assets conveyed to the Buyer. Other than liens and security interests relating to the Assumed Liabilities and Permitted Liens, all recorded Claims against the Purchased Assets from their records, official and otherwise, shall be deemed stricken.

27. If any person or entity which has filed statements or other documents or agreements evidencing Claims against or interests in, the Purchased Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims (other than liens and security interests relating to the Assumed Liabilities and Permitted Liens) which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

28. Notwithstanding any other provisions included in this Order, or any agreements approved hereby, any statutory liens (collectively, the “Tax Liens”), of Tomball Independent School District, the City of Tomball (and any other Texas taxing entities represented by Perdue, Brandon, Fielder, Collins & Mott, LLP), Brazos County, Medina County, Erath County, Bexar County, Dallas County, Ector CAD, Fort Bend County, Harris County, Hood CAD, Liberty County and Victoria County (collectively, the “Taxing Authorities”) shall not be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Taxing Authorities are fully preserved. From the proceeds of the sale of any of the Debtors’ assets located in the state of Texas, the amount of

\$2,394,773.88⁴ shall be set aside by the Debtors in a segregated account as adequate protection for the asserted secured claims of the Taxing Authorities prior to the distribution of any proceeds to any other creditor. The liens of the Taxing Authorities, if any, shall attach to these proceeds to the same extent and with the same priority as the liens they now hold against the property of the Debtors. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Taxing Authorities, nor a cap on the amounts they may be entitled to receive.

29. **Direction to Counterparties.** All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Debtors or the Buyer for any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Purchased Assets.

30. **Direction to Government Agencies.** Each and every federal, state and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale contemplated by the Stalking Horse Agreement.

31. Nothing in this Order or the Stalking Horse Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the Closing Date.

⁴ For the avoidance of doubt, this figure is inclusive of all amounts owed to the Taxing Authorities is being included in each order approving a sale out of an abundance of caution and does not represent the particularized amounts owed to the Taxing Authorities relating to the assets being sold pursuant to each order.

32. Without limiting the provisions of paragraph 30 above, but subject to Bankruptcy Code section 525(a), no governmental unit may revoke or suspend any right, license, trademark or other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Purchased Assets.

33. **Governing Terms.** To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Stalking Horse Agreement, the terms of this Order shall govern.

34. **Surrender of Possession.** All entities (other than holders of Assumed Liabilities and Permitted Liens) that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Buyer as of the Closing Date. The Debtors shall use commercially reasonable efforts to assure that all persons that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets surrender possession of the Purchased Assets to either (i) the Debtors before the Closing Date or (ii) the Buyer (or its designee) on or after the Closing Date.

35. **Binding on Creditors and Interest Holders.** This Order and the Stalking Horse Agreement shall be binding in all respects upon all creditors and interest holders of the Debtors, all non-debtor parties to the Assumed Contracts, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, “responsible persons” or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion of the Debtors’ cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Stalking Horse Agreement, including the Transaction Documents (including, for the avoidance of doubt, the Transition

Services Agreement) and the Assumed Contracts shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Buyer hereunder shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties in interest.

36. **Debtors' Indemnification and Guarantee Obligations.** Notwithstanding any provision in this Order to the contrary, the Debtors' indemnification and guarantee obligations under the Stalking Horse Agreement, if any, shall not be subject to rejection or discharge under any circumstances.

37. **No Modification by Plan; Incorporation into Confirmation Order.** This Order shall not be modified by any chapter 11 plan of any of the Debtors confirmed in these Chapter 11 Cases.

38. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the authority to: (a) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order) and the terms of the Stalking Horse Agreement, all amendments thereto and any waivers and consents thereunder; (b) protect the Buyer, or the Purchased Assets, from and against any of the Claims (other than Assumed Liabilities and Permitted Liens); (c) compel delivery of all Purchased Assets to the Buyer (other than those in the possession of the holder of an Assumed Liability or Permitted Lien); (d) compel the Buyer to perform all of its obligations under the Stalking Horse Agreement, the Transaction Documents, and this Order; and (e) resolve any disputes arising under or related to the Stalking Horse Agreement or the sale of the Purchased Assets.

39. **Amendments.** The Stalking Horse Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; provided, however, that any such modification, amendment, or supplement neither is material nor materially changes the economic substance of the transactions contemplated hereby; provided, further, however, that the Official Committee of Unsecured Creditors shall receive three days' notice of, and an opportunity to raise objections to, any such modification, amendment, or supplement.

40. **Conditions Precedent.** Neither the Buyer nor the Debtors shall have an obligation to close the Sale until all conditions precedent in the Stalking Horse Agreement to each of their respective obligations to close the Sale have been met, satisfied, or waived in accordance with the terms of the Stalking Horse Agreement.

41. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h), 6006(d) and 7062, the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

42. **Nonseverable.** The provisions of this Order are nonseverable and mutually dependent.

43. The failure specifically to include or make reference to any particular provisions of the Stalking Horse Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the provisions of the Stalking Horse Agreement are authorized and approved in their entirety.

Dated: _____, 2020
Houston, Texas

HON. MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

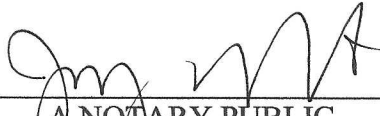
Exhibit 1

Stalking Horse Agreement

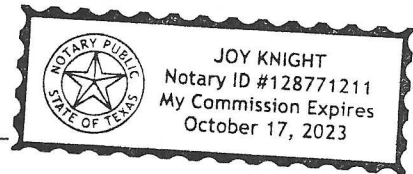
[to be filed]

EXHIBIT 3

THIS IS **EXHIBIT "3"** REFERRED TO IN THE
AFFIDAVIT OF WARREN ZEMLAK
SWORN BEFORE ME THIS 21th DAY OF AUGUST, 2020



A NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS





ENTERED
08/21/2020

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

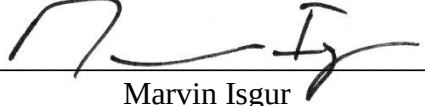
IN RE:	§	
BJ SERVICES, LLC, <i>et al</i>	§	CASE NO: 20-33627
	§	
	§	
BJ MANAGEMENT SERVICES, L.P.	§	CASE NO: 20-33628
	§	
BJ SERVICES HOLDINGS CANADA, ULC	§	CASE NO: 20-33629
	§	
BJ SERVICES MANAGEMENT HOLDINGS CORPORATION	§	CASE NO: 20-33630
	§	
Debtors	§	Jointly Administered Order
	§	
	§	CHAPTER 11

ORDER AUTHORIZING SALE OF ASSETS

For the reasons set forth on the record, the Court orders:

1. The Debtors are authorized to sell the Purchased Assets (as defined in the Stalking Horse Agreement) at a purchase price of \$34,000,000.00.
2. The purchaser is TES Asset Acquisitions LLC.
3. The allocation of the purchase price is an allocation that binds the Debtor and the purchaser. It does not bind the Debtor or any other party in interest with respect to the allocation of the purchase price to the holders of liens or claims.

SIGNED 08/21/2020



Marvin Isgur
United States Bankruptcy Judge