

FORM 7
[RULE 3.8]

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

APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP

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

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

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date:	Monday, August 24, 2020
Time:	2:00 p.m.
Where:	Calgary Courts Centre, by videoconference
Before:	The Honourable Madam Justice Romaine, as scheduled on the Commercial List

Go to the end of this document to see what you can do and when you must do it.

Basis for this claim:

1. The Applicant, BJ Services Holdings Canada, ULC ("**BJ Canada**") is a debtor pursuant to proceedings (the "**Chapter 11 Proceedings**") commenced under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**U.S. Bankruptcy Code**"), as are its affiliates, BJ Services, LLC ("**BJ Services**"), BJ Management Services, L.P., and BJ Services Management Holdings Corp. (collectively, and together with BJ Canada, the "**Chapter 11 Debtors**").
2. This Honourable Court has recognized the Chapter 11 Proceedings with respect to BJ Canada and BJ Services as "foreign main proceedings" for the purposes of section 47 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), and that BJ Canada is the Foreign Representative of BJ Canada and BJ Services.
3. The Chapter 11 Debtors and their other affiliates are, collectively, a leading provider of cementing and hydraulic fracturing services to upstream oil and gas companies engaged in the exploration and production of North American oil and natural gas reserves (the "**Cementing Business**" and the "**Fracturing Business**", respectively).
4. On August 14, 2020, this Honourable Court recognized and gave effect to two Orders granted by the U.S. Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") on July 29, 2020 (the "**Cementing Bidding Procedures Order**" and the "**Fracking Bidding Procedures Order**") which established stalking horse sales processes with respect to the sale of the Chapter 11 Debtors' Cementing Business (the "**Cementing Business Transaction**") and the sale of four of the Chapter 11 Debtors' fleets used in the Fracturing Business and certain intellectual property relating to the Chapter 11 Debtors' next generation fracturing pump platform (the "**Fracturing Fleet Transaction**"). The Cementing Business Transaction and the Fracturing Fleet Transaction are expected to save approximately 600 jobs (76 of which are in Canada) and bring at least USD \$60 million to the Chapter 11 Debtors' estates, providing much needed liquidity to the Chapter 11 Debtors.

5. The procedures set out in each of the Cementing Bidding Procedures Order and the Fracking Bidding Procedures Order were carried out, including an auction held on August 19 and 20, 2020, and on August 21, 2020, the U.S. Bankruptcy Court granted the following Order approving the Fracturing Fleet Transaction:
 - (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**"), which, *inter alia* (i) authorizes and approves the sale of the fracturing fleets and intellectual property pursuant to the Stalking Horse Agreement attached thereto, as amended, supplemented or modified from time to time, free and clear of all claims, liens, interests and encumbrances (other than Assumed Liabilities and Permitted Liens); (ii) authorizes the assumption or assumption and assignment of certain executory contracts and the assumption of certain liabilities; and (iii) grants related relief.
6. It is anticipated that there will be further sale approval Orders granted by the U.S. Bankruptcy Court at a later date.
7. In an effort to further ensure consistency, efficiency and cooperation, the Applicant seeks recognition by this Honourable Court of the Fracturing Fleet Sale Order.
8. 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 sale 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 sale 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.

9. The Fracturing Fleet Sale Order should be recognized as:
- (a) the process leading to the Fracturing Fleet Sale Order was reasonable and approved by both the U.S. Bankruptcy Court and this Honourable Court;
 - (b) the process leading to the proposed sale in the Fracturing Fleet Sale Order was conducted by third parties;
 - (c) the process and proposed sale and Canadian recognition of same is supported by the Chief Restructuring Officer of the Chapter 11 Debtors;
 - (d) the sales advisor to the Chapter 11 Debtors has provided evidence that the assets are more valuable if sold as a going concern. Otherwise, if the proposed sale is not approved, then given liquidity constraints, there is a real risk that the Chapter 11 Debtors will need to cease operations before selling the assets, which would not be in the interest of their stakeholders;
 - (e) creditors of the Chapter 11 Debtors, including the Prepetition ABL Secured Parties, the CLMG Secured Parties, and the GACP Secured Parties (as defined in the Chapter 11 Proceedings) being secured creditors of the Chapter 11 Debtors,¹ and the Official Committee of Unsecured Creditors formed in the Chapter 11 Proceedings were consulted and engaged during the sales process; and
 - (f) the consideration provided for in the transaction contemplated in the Fracturing Fleet Sale Order is reasonable and fair, given the circumstances.

¹ The CLMG Secured Parties are not secured creditors of BJ Canada.

10. The Applicant also seeks approval of its legal counsel's fees and disbursements on the basis that they are reasonable and appropriate given the nature of the proceedings and role of the Foreign Representative.

Remedy sought:

11. BJ Canada as Foreign Representative applies for the following Orders:
- (a) abridging the time for service of this application and the materials filed at this Court in support thereof, declaring service of this application and supporting materials to be good and sufficient, and dispensing with further service;
 - (b) an Order substantially in the form attached hereto as **Schedule "A"**:
 - (i) recognizing and enforcing the Fracturing Fleet Sale Order;
 - (ii) 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 (the "**Canadian Fracturing Assets**") to TES Asset Acquisition, LLC (the "**Fracturing Buyer**"), and vesting the Canadian Fracturing Assets in and to the Fracturing Buyer; and
 - (iii) 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 of the Canadian Fracturing Assets to the Fracturing Buyer;
 - (c) an Order substantially in the form attached hereto as **Schedule "B"** approving the legal fees incurred by BJ Canada as Foreign Representative in relation to these proceedings; and
 - (d) granting such further and other relief as this Honourable Court may deem just.

Affidavit or other evidence to be used in support of this application:

12. The Affidavit No. 4 of Warren Zemlak sworn August 21, 2020;
13. The Affidavit of Anthony C. Schnur sworn August 21, 2020; and

14. The Affidavit No. 3 of Warren Zemlak sworn August 12, 2020.

Applicable Acts and regulations:

15. The CCAA, as amended, including but not limited to Part IV thereof.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

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

**ORDER (RECOGNITION, APPROVAL
AND VESTING OF FRACTURING FLEET
SALE ORDER)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

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

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Monday, August 24, 2020

LOCATION OF HEARING OR TRIAL:

Calgary Courts Centre

**NAME OF MASTER/JUDGE
WHO MADE THIS ORDER:**

**The Honourable Madam Justice B.E.C.
Romaine**

UPON the application of BJ Services Holdings Canada ULC ("**BJ Canada**" or the "**Applicant**"), in its capacity as the foreign representative for BJ Services, LLC ("**BJ Services**") and BJ Canada (the "**Foreign Representative**"); **AND UPON** reading the Affidavit of Warren Zemlak, sworn August 21, 2020 ("**Affidavit No. 4 of Warren Zemlak**"); **AND UPON** reading the Affidavit of Anthony C. Schnur, sworn August 21, 2020; **AND UPON** reviewing the Order granted in these proceedings on August 14, 2020 by the Honourable Madam Justice K.M. Horner recognizing the Fracking Bidding Procedures Order granted by the U.S. Bankruptcy Court on July 29, 2020; **AND UPON** hearing from counsel for the Applicant; **AND UPON** being advised that those parties on the service list maintained in these proceedings have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this Application, the Affidavit No. 4 of Warren Zemlak, and the Affidavit of Anthony C. Schnur is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

RECOGNITION OF FRACTURING FLEET SALE ORDER

2. The following Order of the U.S. Bankruptcy Court made in the Chapter 11 Proceedings is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:
 - (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 (the "**Fracturing Fleet Sale Order**") granted August 21, 2020, attached hereto as **Schedule "A"**;

provided, however, that in the event of any conflict between the terms of the Fracturing Fleet Sale Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of the Chapter 11 Debtors (collectively, the "**Property**") in Canada.

VESTING OF CANADIAN FRACTURING ASSETS

3. This Court approves 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 (the "**Canadian Fracturing Assets**") to TES Asset Acquisition, LLC (the "**Fracturing Buyer**") or a designee thereof (the "**Fracturing Buyer Designee**"), as applicable, pursuant to the Asset Purchase Agreement dated July 24, 2020 between the Fracturing Buyer as purchaser and BJ Canada and BJ Services, LLC as sellers, as amended, supplemented or modified from time to time (the "**Fracturing APA**"). The Chapter 11 Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the sale of the Canadian Fracturing Assets.
4. Upon BJ Canada as the Foreign Representative filing a certificate in a form substantially similar to **Schedule "B"** hereto (the "**Foreign Representative's Certificate**"), all of the Chapter 11 Debtors' right, title and interest in and to the Canadian Fracturing Assets shall vest absolutely in the Fracturing Buyer or a Fracturing Buyer Designee, as applicable, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, other than the Assumed Liabilities and Permitted Liens as defined in the Fracturing APA (the "**Permitted Encumbrances**"). All claims and encumbrances affecting or relating to the Canadian Fracturing Assets, other than the Permitted Encumbrances, are hereby expunged and discharged as against the Canadian Fracturing Assets.

5. Upon delivery of the Foreign Representative's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **“Governmental Authorities”**) are hereby authorized, requested and directed to accept delivery of such Foreign Representative's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Fracturing Buyer or Fracturing Buyer Designee clear title to the Canadian Fracturing Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) the Registrar of the Alberta Personal Property Registry, the British Columbia Personal Property Registry, and the Saskatchewan Personal Property Registry (in each case, the **“PPR Registrar”**) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry, the British Columbia Personal Property Registry, and the Saskatchewan Personal Property Registry, respectively (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Chapter 11 Debtors in any of the Canadian Fracturing Assets which are of a kind prescribed by applicable regulations as serial-number goods;
 - (b) the Canadian Intellectual Property Office shall and is hereby directed to forthwith:
 - (i) transfer any trademarks or patents in any of the Canadian Fracturing Assets to the Fracturing Buyer or a Fracturing Buyer Designee, as applicable; and
 - (ii) amend the Canadian trademark register and patent register, as applicable, to reflect the foregoing transfers.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Fracturing APA. Presentment of this Order and the Foreign Representative's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and

discharge registrations against any of the Canadian Fracturing Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Canadian Fracturing Assets is required for the due execution, delivery and performance by the Chapter 11 Debtors of the Fracturing APA.
8. Without in any way limiting the provisions of the Fracturing Fleet Sale Order, the assignment of the rights and obligations of the Chapter 11 Debtors under the Assumed Contracts (as defined in the Fracturing APA) to the Fracturing Buyer or a Fracturing Buyer Designee, as applicable, is hereby authorized and is valid and binding on all of the counterparties to the Assumed Contracts forming part of the Canadian Fracturing Assets, without further documentation, as if the Fracturing Buyer or Fracturing Buyer Designee, as applicable, was a party to such Assumed Contract, notwithstanding any restriction, condition or prohibition in any such Assumed Contracts relating to the assignment thereof, including any provision requiring the consent of any parties to such assignment. Nothing in this paragraph derogates from the obligations of the Fracturing Buyer or a Fracturing Buyer Designee, as applicable, to perform their obligations under the Assumed Contracts, as provided in the Fracturing Fleet Sale Order.
9. For the purposes of determining the nature and priority of claims and encumbrances, the net proceeds from the sale of the Canadian Fracturing Assets shall stand in the place and stead of the Canadian Fracturing Assets, and other than the Permitted Encumbrances, shall attach to the net proceeds from the sale of the Canadian Fracturing Assets with the same priority as they had with respect to the Canadian Fracturing Assets immediately prior to the sale, as if the Canadian Fracturing Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Chapter 11 Debtors are authorized and permitted to disclose and transfer to the Fracturing Buyer or Fracturing Buyer Designee, as applicable, all human

resources and payroll information in the Chapter 11 Debtors' records pertaining to the Chapter 11 Debtors' past and current employees in Canada. The Fracturing Buyer or Fracturing Buyer Designee, as applicable, shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Chapter 11 Debtors.

11. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Chapter 11 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Chapter 11 Debtors;

the vesting of the Canadian Fracturing Assets (including the assignment of the Assumed Contracts) in the Fracturing Buyer or Fracturing Buyer Designee, as applicable, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Chapter 11 Debtors and shall not be void or voidable by creditors of the Chapter 11 Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

IN ASSISTANCE OF OTHER COURTS

12. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist BJ Canada and its agents in carrying out the terms of this Order. All Courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to

provide such assistance to BJ Canada and its agents as may be necessary or desirable to give effect to this Order or to assist BJ Canada and its agents in carrying out the terms of this Order.

13. BJ Canada is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

EFFECT

14. This Order is effective as of 12:01 a.m. MDT on the date that the Order is granted.

J.C.Q.B.A.

SCHEDULE "A"



ENTERED
08/21/2020

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

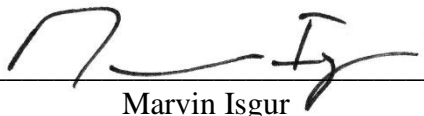
IN RE:	§	
BJ SERVICES, LLC, <i>et al</i>	§	CASE NO: 20-33627
	§	
	§	
BJ MANAGEMENT SERVICES, L.P.	§	CASE NO: 20-33628
	§	
BJ SERVICES HOLDINGS CANADA, ULC	§	CASE NO: 20-33629
	§	
BJ SERVICES MANAGEMENT HOLDINGS CORPORATION	§	CASE NO: 20-33630
	§	
Debtors	§	Jointly Administered Order
	§	
	§	CHAPTER 11

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

SCHEDULE "B"

FORM OF FOREIGN REPRESENTATIVE'S CERTIFICATE

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

**CERTIFICATE OF FOREIGN
REPRESENTATIVE (FRACTURING
FLEET SALE ORDER)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

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

RECITALS

- A. Pursuant to an Order of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") granted July 28, 2020 (the "**Foreign Recognition Order**"), the proceedings (the "**Chapter 11 Proceedings**") of BJ Services Holdings Canada, ULC ("**BJ Canada**") pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101–1532

(the "**U.S. Bankruptcy Code**") were recognized by this Honourable Court as foreign main proceedings pursuant to section 47 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") and BJ Canada was appointed as Foreign Representative of its estate;

- B. Pursuant to an Order of the Court granted August 14, 2020, the Foreign Recognition Order was amended to also recognize the Chapter 11 Proceedings of BJ Services, LLC pursuant to the U.S. Bankruptcy Code as foreign main proceedings pursuant to section 47 of the CCAA and to also appoint BJ Canada as Foreign Representative of the estate of BJ Services, LLC;
- C. Pursuant to an Order of the Court dated August 24, 2020, the Court recognized and gave force and effect in Canada to the Order (I) Approving the Sale of the Fracturing Fleet 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 (the "**Fracturing Fleet Sale Order**") granted by the U.S. Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") on August 21, 2020, and provided for the vesting in the purchaser (the "**Fracturing Buyer**") or a designee thereof (a "**Fracturing Buyer Designee**"), as applicable, of the Chapter 11 Debtors' right, title and interest in and to the Purchased Assets (as defined in the asset purchase agreement approved by the Fracturing Fleet Sale Order (the "**Fracturing APA**")), which vesting is to be effective with respect to the Purchased Assets over which this Court has jurisdiction and which are situated in Canada upon the delivery by BJ Canada as Foreign Representative to the Fracturing Buyer or a Fracturing Buyer Designee, as applicable, of a certificate confirming (i) the payment by the Fracturing Buyer of the Purchase Price for the Purchased Assets (as those terms are defined in the Fracturing APA); (ii) that the conditions to Closing as set out in the Fracturing APA have been satisfied or waived by the Sellers (as defined in the Fracturing APA) and the Fracturing Buyer or Fracturing Buyer Designee, as applicable; and (iii) the transaction contemplated by the Fracturing APA (the "**Fracturing Fleet Transaction**") has been completed to the satisfaction of the Foreign Representative.

- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Fracturing APA.

BJ SERVICES HOLDINGS CANADA, ULC AS FOREIGN REPRESENTATIVE CERTIFIES the following:

1. The Fracturing Buyer or Fracturing Buyer Designee, as applicable, has paid and the Sellers have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Fracturing APA;
2. The conditions to Closing as set out in the Fracturing APA have been satisfied or waived by the Sellers and the Fracturing Buyer or Fracturing Buyer Designee, as applicable; and
3. The Fracturing Fleet Transaction has been completed to the satisfaction of the Sellers.
4. This Certificate was delivered by the Foreign Representative at _____ on _____, 2020.

BJ SERVICES HOLDINGS CANADA, ULC

Per:_____

Name:

Title:

SCHEDULE "B"

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

**ORDER (APPROVAL OF PROFESSIONAL
FEES OF FOREIGN REPRESENTATIVE)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

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

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Monday, August 24, 2020

LOCATION OF HEARING OR TRIAL:

Calgary Courts Centre

**NAME OF MASTER/JUDGE
WHO MADE THIS ORDER:**

**The Honourable Madam Justice B.E.C.
Romaine**

UPON the application of BJ Services Holdings Canada ULC ("**BJ Canada**" or the "**Applicant**"), in its capacity as the foreign representative for BJ Services, LLC ("**BJ Services**") and BJ Canada (the "**Foreign Representative**"); **AND UPON** reading the Affidavit of Warren Zemplak, sworn August 21, 2020 ("**Affidavit No. 4 of Warren Zemplak**"); **AND UPON** hearing from counsel for the Applicant; **AND UPON** being advised that those parties on the service list maintained in these proceedings have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

15. Service of notice of this Application, the Affidavit No. 4 of Warren Zemplak, and the Affidavit of Anthony C. Schnur is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

APPROVAL OF FEES

16. This Court approves the fees and disbursements of Bennett Jones LLP as legal counsel to the Foreign Representative, as summarized in the Affidavit No. 4 of Warren Zemplak.

J.C.Q.B.A.