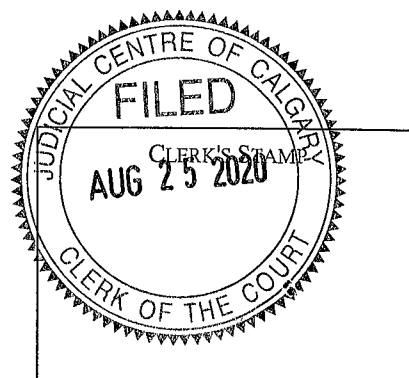


I hereby certify this to be a true copy of  
the original Order

Dated this 25 day of Aug, 20

\_\_\_\_\_  
for Clerk of the Court



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 AMENDED  
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  
855-2<sup>nd</sup> 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** reading the Affidavit of Warren Zemlak, sworn August 23, 2020 ("**Affidavit No. 5 of Warren Zemlak**") **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, the Affidavit No. 5 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 AMENDED 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 Amended Order Authorizing Sale of Assets (the "**Amended Fracturing Fleet Sale Order**") granted August 22, 2020, attached hereto as **Schedule "A"**;

provided, however, that in the event of any conflict between the terms of the Amended 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 Amended 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 Amended 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 Amended Fracturing Fleet Sale Order.
9. Notwithstanding paragraph 8 hereof, the assumption or assumption and assignment of the Assumed Contracts is subject to the consummation of the sale contemplated in the Fracturing APA. To the extent that an objection by a counterparty to any Assumed Contract, including all objections relating to Cure Costs (as defined in the Fracturing APA) is not resolved prior to the Closing Date (as defined in the Fracturing APA), the Chapter 11 Debtors, with the consent of the Fracturing Buyer or a Fracturing Buyer Designee, and in accordance with the Fracturing APA, may elect to: (i) not assume or assume and assign to the Fracturing Buyer or a Fracturing Buyer Designee 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 Chapter 11 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.

10. 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.
11. 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.
12. 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

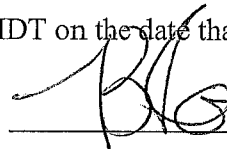
to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Chapter 11 Debtors and shall not be void or voidable by creditors of the Chapter 11 Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer 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**

13. 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.
14. 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**

15. 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  
08/22/2020

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


IN RE:	§	
BJ SERVICES, LLC, <i>et al</i>	§	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
	§	
	§	Jointly Administered Order
Debtors	§	
	§	CHAPTER 11

AMENDED 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.
4. Notwithstanding Bankruptcy Rule 6004, this Order shall be immediately effective and enforceable upon entry and shall not be stayed.

Signed: August 22, 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 (AMENDED  
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  
855-2<sup>nd</sup> 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 Amended Order Authorizing Sale of Assets (the "**Amended Fracturing Fleet Sale Order**") granted by the U.S. Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") on August 22, 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 Amended 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:**