



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: May 18, 2016.

Craig A. Gargotta

CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	Case No. 16-50778-cag
Sanjel (USA) Inc., et al.,	§	(Chapter 15)
Debtors in a foreign proceeding.	§	Jointly Administered

**ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL
ASSETS RELATED TO SUCH DEBTORS' UNITED STATES BUSINESSES FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS,
(B) RECOGNIZING AND GIVING FULL FORCE AND EFFECT TO THE ORDER
OF THE CANADIAN COURT APPROVING THE SALE OF SUCH ASSETS
AND (C) GRANTING RELATED RELIEF**

Came on for hearing the *Joint Motion of the Monitor and Certain of the Chapter 15 Debtors for Entry of an Order (A) Approving the Sale of Substantially all Assets Related to Such Debtors' United States Businesses Free and Clear of Liens, Claims, Encumbrances, and Interests, (B) Recognizing and Giving Full Force and Effect to the Order of the Canadian*

Court Approving the Sale of Such Assets and (C) Granting Related Relief (the “***Motion***”)¹ filed by the court-appointed Monitor and foreign representative (the “***Foreign Representative***”) and the Chapter 15 Debtors in these Chapter 15 cases. The Court finds that notice was proper given the circumstances and that no party in interest made any response in opposition to the Motion or, if so, the relief requested in any such response was denied for the reasons stated on the record. Based upon all evidence submitted and argument at the Sale Hearing, including all declarations and affidavits filed and the proffer or testimony of witnesses, as well as the record of and docket filings in these cases, of which the Court takes judicial notice, the Court further finds that the relief requested is in the best interest of the Chapter 15 Debtors, their estates, their creditors, and other parties in interest and should be granted:

THE COURT HEREBY FINDS THAT:

Jurisdiction, Final Order, and Statutory Bases

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(a), 157(b)(1), 1334(a) and section 1501 of title 11 of the United States Code (the “***Bankruptcy Code***”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (P). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408, 1409 and 1410.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding anything to the contrary, including Rule 6004(h) of the Federal Rules of Bankruptcy Procedure (the “***Bankruptcy Rules***”), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made

¹ Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the APA (as defined below), and if not defined therein, the Motion. Any term not capitalized but utilized herein that is not given a meaning herein, shall have the meaning given to such term in the Bankruptcy Code (as defined below), if applicable.

applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs that this Order constitute an entry of judgment.

C. The statutory predicates for the relief requested in the Motion and granted herein are, *inter alia*, sections 105(a), 363(b), (f), and (m), 1501, 1507, 1520 and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f), and (h), 9007, and 9014.

D. The Canadian Court has duly entered the Canadian Sale Order, a copy of which is annexed to this Order as Exhibit A, which, among other things: (i) approves and authorizes the Vendors' execution of the APA; (ii) approves and authorizes the consummation of the sale to the Purchaser; and (iii) requests aid and recognition from this Court to give effect to the Canadian Sale Order.

E. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policy of the United States, is warranted pursuant to sections 105, 363, 1501, 1520 and 1521 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

Notice

F. Notice of the Motion, the relief granted herein, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, was provided to all known interested persons and entities entitled to receive such notice, including, but not limited to the following parties: (a) the Office of the United States Trustee; (b) all entities known to have expressed a bona fide interest, within the last three months, in acquiring the Purchased Assets;

(c) all entities (or counsel therefor) known to have asserted any lien, claim, encumbrance, right of refusal, or other interest in or upon any portion of the Purchased Assets; (d) all known federal, state, and local regulatory or taxing authorities or recording offices or any other governmental authorities that, as a result of the sale of the Purchased Assets, may have claims, contingent or otherwise, in connection with the Vendors' ownership of the Purchased Assets or have any reasonably known interest in the relief requested by the Motion; (e) the United States Attorney's office; (f) the Internal Revenue Service; (g) all parties who have requested, or are required to receive, notice pursuant to Bankruptcy Rule 2002; (h) the Attorneys General in the States where the Purchased Assets are located; (i) the United States Environmental Protection Agency; and (j) any applicable state environmental agency, and such service was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the relief granted herein or the Sale Hearing is required. Two objections were timely filed and have been resolved. The failure to object to the relief requested in the Motion is deemed to be consent to the Motion.

G. The Chapter 15 Debtors, including the Vendors, and their financial advisors conducted a thorough and comprehensive sale process prior to the filing of these Chapter 15 cases. The sale process afforded a full and fair-opportunity for any entity with a reasonably anticipated interest to make their highest and best offer to purchase the Purchased Assets. The sale process was duly noticed and conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity has been given to any interested party to make its highest and best offer for the Purchased Assets.

Validity of Transfer

H. The Vendors have full corporate power and authority to execute and deliver the

Asset Purchase Agreement dated April 3, 2016 (including all schedules, exhibits, agreements and auxiliary documents related thereto, the “APA”) executed by the Vendors and Liberty Oilfield Services Holdings LLC (the “Purchaser”) and all other documents contemplated thereby, and no further consents or approvals are required for the Vendors or the Foreign Representative to consummate the transactions contemplated by the APA, except as otherwise set forth in the APA.

I. The sale, transfer and assignment of each of the Purchased Assets) to the Purchaser will be, as of the closing date of the Transaction (the “*Closing Date*”), a legal, valid, and effective sale, transfer and assignment of such assets, and each such sale, transfer and assignment vests or will vest the Purchaser with all right, title, and interest of the Vendors and the Foreign Representative to the Purchased Assets free and clear of all liens, claims, encumbrances and interests (including, but not limited to, (i) Claims, and (ii) Encumbrances) of any kind or nature whatsoever against the Foreign Representative, the Vendors, their estates, or any of the Purchased Assets accruing, arising, or relating to facts or circumstances any time prior to the Closing (collectively, “*Free and Clear*”).

Good Faith of Purchaser

J. Purchaser is not an “insider” of any of the Chapter 15 Debtors, as defined in section 101(31) of the Bankruptcy Code.

K. The Vendors and the Foreign Representative have demonstrated compelling circumstances and a good, and sufficient business purpose and justification for the sale.

L. Purchaser is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser is, therefore, entitled to the full protections of section 363(m) of the Bankruptcy Code and has

proceeded in good faith in all respects in connection with this proceeding.

M. The Purchase Price was not controlled by any agreement among potential bidders at such sale and neither the Vendors or the Foreign Representative, nor the Purchaser engaged in collusion or any other conduct that would cause or permit the APA or Transaction to be avoidable under section 363(n) of the Bankruptcy Code.

N. The APA was negotiated at arm's length and in good faith and represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of these Chapter 15 cases. The Purchase Price being paid by the Purchaser represents the highest and best offer for the Purchased Assets resulting from the sale process, and constitutes a valid and sound exercise of the Vendors' business judgment.

O. Approval of the Motion and the APA, and the consummation of the Transaction are in the best interests of the Vendors, their creditors, their estates and all other parties-in-interest.

Satisfaction of Section 363(f) of the Bankruptcy Code

P. The Purchaser would not have entered into the APA and would not consummate the Transaction if the sale of the Purchased Assets to the Purchaser were not Free and Clear including, but not limited to, (i) any employment or labor agreements; (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Chapter 15 Debtors and any withdrawal liability in connection therewith; (iii) 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) the Employee Retirement, Income, Security Act of 1974, as amended, (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 Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967, (h) the Consolidated Omnibus Budget Reconciliation Act of 1986, and (i) Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act; (iv) any bulk sales or similar law; (vi) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (vii) any litigation against the Chapter 15 Debtors; and (viii) the laws of the United States, any state, territory or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including without limitation, any theory of equitable law, including without limitation, any theory of antitrust or successor or transferee liability. The Free and Clear nature of the sale, therefore, is so fundamentally integrated with the sale that the consummation of the sale cannot be effected other than on a free and clear basis.

Q. The Vendors and the Foreign Representative may sell the Purchased Assets Free and Clear because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of liens, claims, encumbrances and interests against the Vendors, their estates, or any of the Purchased Assets who did not object, or who withdrew their objections, to the APA or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such liens, claims, encumbrances and interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their liens, claims, encumbrances and interests, if any, in each instance against the Vendors, their estates, or any of the Purchased Assets, attach to the proceeds of

the Transaction received by the Foreign Representative ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Transaction, and subject to any claims and defenses the Vendors and their estates may possess with respect thereto.

R. The transfer of the Purchased Assets to Purchaser Free and Clear will not result in any undue burden or prejudice to any holders of any liens, claims, encumbrances and interests. All such liens, claims, encumbrances and interests of any kind or nature whatsoever shall attach to the proceeds of the Transaction received by the Foreign Representative in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Vendors or other parties may possess with respect thereto. All persons or entities having liens, claims, encumbrances or interests of any kind or nature whatsoever against or in any of the Vendors or the Purchased Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such liens, claims, encumbrances and interests, if any, whether by payment, setoff or otherwise, against Purchaser, any Purchased Assets, or any successors or assigns.

S. All ad valorem taxes due or owing through December 31, 2015 on the Purchased Assets have been paid and there is no further or additional protections or provisions which are necessary or appropriate in connection with 2015 or prior years ad valorem taxes.

Compelling Circumstances for Immediate Sale

T. To maximize the value of the Purchased Assets to the Vendors, their estates, creditors and parties in interest, it is essential that the Closing of the sale occur within the time constraints set forth in the APA. Time is of the essence in consummating the Transaction as set forth in the APA. Due to the continued deterioration of the Vendors' businesses and the

timing constraints on approval and consummation of the Transaction imposed by the Syndicate under the Post-Petition Financing, time is of the essence in consummating the Transaction. Additionally, to maximize the value of the Purchased Assets to the Vendors, their estates, creditors and parties in interest, it is essential that the Closing of the sale occur as soon as possible

U. Given all of the circumstances of these Chapter 15 cases and the adequacy and fair value of the Purchase Price under the APA, the Transaction constitutes a reasonable exercise of the Vendors' and Foreign Representative's business judgment and should be approved.

V. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f) and 363(m) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the transactions.

AND THE COURT HEREBY ORDERS THAT:

General Provisions

1. The relief requested in the Motion is GRANTED. The transactions contemplated by the Motion and the APA are approved as set forth in this Order.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Sale Hearing or by stipulation filed with this Court or as otherwise provided in this Order are hereby overruled on the merits.

3. The Canadian Sale Order entered in the Canadian Proceedings, a copy of which is attached to this Order as Exhibit A, is hereby recognized and given full force and effect in the United States.

Approval of Asset Purchase Agreement

4. Given all of the circumstances of these Chapter 15 cases and the record before this Court, the Transaction constitutes a reasonable exercise of the Vendors' and Foreign Representative's business judgment and is approved.

5. The APA and all other ancillary documents, including, without limitation, the Transition Services Agreement, the Escrow Agreement and the Shared Intellectual Property Agreement, and all of the terms and conditions thereof, are hereby approved.

6. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Vendors and Foreign Representative are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the sale of the Purchased Assets pursuant to and in accordance with the terms and conditions of the APA, (b) close such sale as contemplated in the APA and this Order, and (c) execute and deliver, perform under, consummate, implement, and fully close the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the transactions contemplated thereby, including, without limitation, the Transition Services Agreement, the Escrow Agreement and the Shared Intellectual Property Agreement, and any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

7. Neither the Purchaser nor their Affiliates shall be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other sale-related document, including without limitation, the Transition Services Agreement, the Escrow Agreement and the Shared Intellectual Property Agreement.

The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of the APA and this Order.

8. This Order shall be binding in all respects upon the Foreign Representative, the Chapter 15 Debtors and their estates and creditors, all holders of equity interests in any of the Chapter 15 Debtors, all holders of any claim(s), whether known or unknown, against any Chapter 15 Debtor, any holders of liens, claims, encumbrances and/or interests against or on all or any portion of the Purchased Assets, any parties in interest, all contract counter-parties, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners, responsible officers, estate representatives, or similar entities for any of the Chapter 15 Debtors, if any, subsequently appointed in any of the Chapter 15 Debtors' Chapter 15 cases or upon a conversion to Chapter 11 or Chapter 7 under the Bankruptcy Code of any of the Chapter 15 Debtors' cases. This Order and the APA shall inure to the benefit of the Foreign Representative, the Chapter 15 Debtors, the Purchaser and their respective successors and assigns.

Transfer of Purchased Assets

9. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Vendors and Foreign Representative are authorized, empowered and directed to take any and all actions necessary or appropriate to (a) consummate the Transaction pursuant to and in accordance with the terms and conditions of the APA, (b) close the Transaction as contemplated in the APA and this Order, and (c) execute and deliver, perform under, consummate, implement, and close the Transaction, together with all additional instruments and documents that may be reasonably necessary or appropriate to implement the APA and the transactions contemplated thereby, including any other ancillary documents, or as may be reasonably necessary or

appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents, and Purchaser is directed to pay the Purchase Price to the Vendors as provided in the APA. Except as otherwise provided in the APA, the Purchased Assets shall be transferred to Purchaser "as is, where is" with all faults in accordance with the APA upon and as of the Closing Date. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and, upon the Monitor's receipt of the Purchase Price (on behalf of the Vendors), shall be Free and Clear. Upon the Closing, Purchaser shall take title to and possession of the Purchased Assets.

10. All persons or entities other than the Vendors, if any, that are in possession of some or all of the Purchased Assets and any certificates of title, instruments or other indicia of title representing or evidencing ownership of the Purchased Assets which have been pledged as security in respect of the Purchased Assets (the "*Indicia of Ownership*") are directed to surrender possession of such Purchased Assets and Indicia of Ownership. The Foreign Representative and the Vendors shall exercise commercially reasonable efforts to assist the Purchaser in assuring that all persons or entities in possession of some or all of the Purchased Assets will surrender possession of the Purchased Assets and Indicia of Ownership to (a) the Vendors before the Closing Date or (b) the Purchaser on or after the Closing Date. All persons or entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Foreign Representative and the Vendors to sell and transfer the Purchased Assets to Purchaser in accordance with the terms of the APA and this Order.

11. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Purchased Assets shall be Free and Clear, including, but not limited to, any and all claims pursuant to any successor or successor-in-interest liability theory.

12. The Vendors (or their designee as permitted under the Shared Intellectual Property Agreement) are authorized and directed to assign the Shared Intellectual Property Agreement in accordance with the terms thereof without further notice or order of the Court.

13. All persons and entities holding liens, claims, encumbrances or interests in or against all or any portion of the Purchased Assets arising under or out of, in connection with, or in any way relating to the Vendors, the Purchased Assets, the operation of the Vendors' business prior to the Closing Date or the transfer of the Purchased Assets to Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against Purchaser or its successors or assigns, their property or the Purchased Assets, such persons' or entities' liens, claims, encumbrances or interests in and to the Purchased Assets.

14. On the Closing Date, each party in interest is authorized and directed to execute such documents and take all other actions as may be necessary to release liens, claims, encumbrances and interests on the Purchased Assets, if any, as provided for herein, as such liens, claims, encumbrances and interests may have been recorded or may otherwise exist.

15. On the Closing Date, Purchaser shall be authorized to execute, on behalf of each creditor, such documents and take all other actions as may be necessary to release any and all liens, claims, encumbrances or interests on the Purchased Assets, if any, as provided for herein, as such liens, claims, encumbrances or interests may have been recorded or may otherwise exist.

On the Closing Date, Purchaser shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing

statement recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Order under section 363 of the Bankruptcy Code and the related provisions of the Bankruptcy Code.

16. All Persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Vendors or the Foreign Representative to sell and transfer the Purchased Assets to Purchaser in accordance with the terms of the APA and this Order.

17. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any of the liens, claims, encumbrances or interests of record.

18. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal 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 any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

19. Purchaser is not a successor (*de facto*, by alter ego, by veil piercing or otherwise) and shall not be liable as a successor under any theory of successor liability for liens, claims, encumbrances or interests that encumber or relate to the Purchased Assets. All liens, claims,

encumbrances and interests shall attach solely to the proceeds of the sale (net of taxes, fees and expenses incurred in effecting the sale) received by the Foreign Representative with the same validity, priority, force, and effect that they now have as against the Purchased Assets, and subject to any claims and defenses the Vendors and their estates may possess with respect thereto.

20. Purchaser shall be authorized, as of the Closing, to operate under any Governmental Authority, license, permit, registration, authorization or approval of or given to the Vendors with respect to the Purchased Assets, and all such licenses, permits, registrations and authorizations and approvals shall be and shall be deemed to have been transferred to Purchaser as of the Closing.

Other Provisions

21. Except as specifically provided herein, all liens, claims, encumbrances and other interests against the Vendors or the Purchased Assets attach to the proceeds of the sale received by the Monitor. The proceeds of the sale will be held by the Monitor pursuant to the terms and conditions of the Canadian Sale Order. The net proceeds shall stand in the place and stead of the Purchased Assets, and that from and after delivery of the Monitor's Certificate under the Canadian Sale Order, all claims, liens, encumbrances and other interests shall attach to the net proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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. The Monitor will hold such proceeds and is hereby authorized to distribute them in accordance with the Canadian Sale Order or other orders of the Canadian Court.

22. Except as otherwise expressly set forth in this Order or the APA, Purchaser shall not have any liability or other obligation of the Chapter 15 Debtors or the Foreign Representative arising under or related to any of the Purchased Assets.

23. Purchaser shall not be liable for any liens, claims, encumbrances and interests of any kind or nature whatsoever in or against the Chapter 15 Debtors, the Foreign Representative or any of their predecessors or affiliates, and Purchaser shall have no successor or vicarious liabilities of any kind or character including, but not limited to, liabilities on account of any tax arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing of the sale (except as agreed to in the APA or auxiliary documents executed in connection therewith), and Purchaser shall be exonerated of any successor liability to any state or federal taxing authority with regard to any tax, including sales tax.

24. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the APA, Purchaser shall not be liable for any claims against the Chapter 15 Debtors, the Foreign Representative or any of their predecessors or affiliates, and Purchaser shall have no liabilities of any kind or character, including, but not limited to under any theory or application, of antitrust, environmental, successor, vicarious or transferee liability, labor law, de facto merger, substantial continuity, and employee benefit and/or welfare plan(s), and as to (a) any employment or labor agreements; (b) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Chapter 15 Debtors, and any withdrawal liability in connection therewith; (c) any other employee, workers' compensation, occupational disease, or unemployment or temporary disability related claim, including without limitation

claims that might otherwise arise under or pursuant to (i) the Employee Retirement, Income, Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967, and (viii) the Consolidated Omnibus Budget Reconciliation Act of 1986; (d) any bulk sales or similar law; and (e) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, or liquidated or unliquidated with respect to the Foreign Representative, the Chapter 15 Debtors, the Purchased Assets or any obligations of the Chapter 15 Debtors arising prior to the Closing Date.

25. With regard to the ad valorem taxes for calendar year 2016 related to the Purchased Assets (the "2016 Taxes"), such amount shall be prorated between Purchaser and the vendors (which are certain of the Chapter 15 Debtors) as of the Closing Date (as defined in the Liberty APA). At Closing (as defined in the Liberty APA), \$ 1,350,000.00 shall be escrowed (the "Tax Escrow") by the Chapter 15 Debtors with the Monitor pending resolution of the amounts owed and payment of the respective taxing authorities claims. Any liens for 2016 Taxes on the Purchased Assets attributable to a period prior to the Closing Date (as defined in the Liberty APA) (the "Pre-Closing Tax Period") shall be released and shall attach solely to the Tax Escrow. Liberty shall have no liability for taxes attributable to the Pre-Closing Tax Period. Liberty shall be solely responsible for all taxes attributable to the period after the Closing Date (the "Post-Closing Tax Period") and the taxing authorities retain their statutory liens under Texas, Montana, Wyoming and Colorado law, as applicable (the "Taxing Authorities"), on the Purchased Assets

to secure taxes attributable to the Post-Closing Tax Period. The Taxing Authorities shall have no right or claim to the Tax Escrow for the taxes attributable to the Post-Closing Tax Period. The Tax Escrow is adequate protection and shall constitute neither the allowance of the claims of the respective ad valorem Taxing Authorities for the 2016 taxes , nor a cap on the amounts the ad valorem Taxing Authorities may be entitled to receive. The amount of the Tax Escrow shall not be dispositive of the amount of the Taxing Authorities' claims, and all rights of the Chapter 15 Debtors and Liberty to challenge the amount of such ad valorem tax claims are hereby preserved. In addition, the holders of ad valorem property tax liens retain all of their state law rights to enforce the liens that secure the 2016 Taxes and to pursue collection of all amounts owed pursuant to state law if the 2016 Taxes are not timely paid. The funds which represent the Pre-Closing Tax Period may be distributed upon the earlier of (1) agreement between the respective ad valorem tax entities and the Debtors, (2) subsequent order of the Court, duly noticed to counsel for the respective ad valorem Taxing Authorities or (3) January 31, 2017.

26. Under no circumstances shall Purchaser be deemed a successor of or to the Chapter 15 Debtors for any liens, claims, encumbrances and interests of any kind or nature whatsoever against or in the Chapter 15 Debtors or the Purchased Assets. The sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any liens, claims, encumbrances and interests of any kind or nature whatsoever, which shall remain with, and continue to be obligations of, the Chapter 15 Debtors. All persons or entities having liens, claims, encumbrances or interests of any kind or nature whatsoever against or in any of the Vendors or the Purchased Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such liens, claims, encumbrances and interests, if any, whether by payment, setoff or otherwise, against Purchaser, any Purchased Assets, or any successors or

assigns. Following the Closing, no holder of any lien, claim, encumbrance or interest shall interfere with Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such lien, claim, encumbrance or interest, or any actions that the Foreign Representative or the Chapter 15 Debtors may take in these Chapter 15 cases.

27. Nothing in this Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability (including but not limited to for reclamation and mitigation and any associated long-term protection requirements) to a governmental unit arising from or related to the enforcement of any environmental law or regulation that any entity would be subject to as the owner or operator of property from and after the date of the closing of the Transaction. Nothing in this Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Notwithstanding the foregoing, nothing herein shall be a determination that the Purchaser is a responsible person or an owner or operator with respect to any environmental law or regulation.

28. The Transaction is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the Transaction, unless such authorization and consummation of the Transaction are duly stayed pending such appeal. Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

29. Neither the APA nor the Transaction may be avoided and no party shall be entitled to damages or other recovery pursuant to section 363(n) of the Bankruptcy Code.

30. Purchaser is authorized in connection with consummation of the APA to allocate the Purchased Assets, among its Affiliates, designees, assignees, and/or successors in a manner as it in its discretion deems appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Purchased Assets to its affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and the APA, and the Vendors and the Foreign Representative shall cooperate with and take all actions reasonably requested by Purchaser to effectuate any of the foregoing.

31. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these Chapter 15 cases, (b) any subsequent Chapter 7 case into which any such Chapter 15 cases may be converted, or (c) any related proceeding subsequent to entry of this Order, shall affect, conflict with or derogate from the provisions of the APA or the terms of this Order.

32. No order concerning the distribution of the sale proceeds, no distribution of the sale proceeds, and no allocation in connection with either of the foregoing, whether based upon a valuation of the Purchased Assets or otherwise, shall affect or have an effect on: (a) Purchaser's tax basis, allocation, or other tax position regarding the Purchased Assets, (b) the manner in which the Purchased Assets are valued by Purchaser for tax, accounting, or any other purposes, or (c) how Purchaser accounts for the Purchased Assets in financial statements, or otherwise.

33. Pursuant to Bankruptcy Rules 7062, 9014 and 6004(h), this Order shall be effective immediately upon entry and the Foreign Representative, the Vendors and Purchaser are

authorized, but are not required, to close the sale immediately upon entry of this Order, and any stay periods in Bankruptcy Rules 7062 or 6004(h), or otherwise, are expressly waived.

34. Any laws regarding bulk sales, or similar laws, are not applicable to the sale of Purchased Assets.

35. To the extent that this Order is inconsistent with any prior order or pleading in these Chapter 15 cases, the terms of this Order shall govern. To the extent that this Order is inconsistent with the Canadian Sale Order, the terms of the Canadian Sale Order shall govern.

36. To the extent there are any inconsistencies between the terms of this Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

37. The Foreign Representative and the Vendors are authorized to take all actions necessary or appropriate to effect the relief granted pursuant to this Order.

38. The findings and conclusions set forth herein constitute the 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 that any of the findings of fact set forth herein constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law set forth herein constitute findings of fact, they are adopted as such.

39. This Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Order, and to adjudicate, if necessary, any and all disputes concerning or relating to this Order.

###

Submitted by:

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EXHIBIT “A”

COURT FILE NUMBER

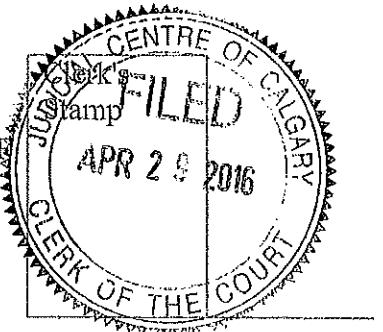
1601 - 03143

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

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

Dated this 28 day of April 2016

Chris Simard
for Clerk of the Court

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF SANJEL CORPORATION,
SANJEL CANADA LTD., TERRACOR GROUP LTD.,
SURETECH GROUP LTD., SURETECH
COMPLETIONS CANADA LTD., SANJEL ENERGY
SERVICES (USA) INC., SANJEL (USA) INC.,
SURETECH COMPLETIONS (USA) INC., SANJEL
CAPITAL (USA) INC., TERRACOR (USA) INC.,
TERRACOR RESOURCES (USA) INC., TERRACOR
LOGISTICS (USA) INC., SANJEL MIDDLE EAST
LTD., SANJEL LATIN AMERICA LIMITED and
SANJEL ENERGY SERVICES DMCC

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Chris Simard
Tel No.: 403-298-4485
Fax No.: 403-265-7219
Client File No. 22681-375.

DATE ON WHICH ORDER WAS PRONOUNCED: April 28, 2016

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: Justice B.E.C. Romaine

UPON THE APPLICATION by Sanjel Corporation, Sanjel Canada Ltd., Terracor Group Ltd., Suretech Group Ltd., Suretech Completions Canada Ltd., Sanjel Energy Services (USA) Inc., Sanjel (USA) Inc., Suretech Completions (USA) Inc., Sanjel Capital (USA) Inc., Terracor (USA) Inc., Terracor Resources (USA) Inc., Terracor Logistics (USA) Inc., Sanjel Middle East Ltd., Sanjel Latin America Limited and Sanjel Energy Services DMCC (individually, a "Sanjel Entity", and collectively, "Sanjel") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between Sanjel Corporation, Sanjel (USA) Inc., Sanjel Canada Ltd. and Sanjel Capital (USA) Inc. (collectively, the "Vendors") and Liberty Oilfield Services Holdings LLC (the "Purchaser") dated April 3, 2016, a redacted copy of which is attached as Exhibit "2" to the Affidavit of Paul Crilly, sworn April 12, 2016 (the "Crilly Affidavit No. 2"), and vesting in the Purchaser (or its nominee) the Vendors' right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Crilly Affidavit No. 2 and the Affidavit of Michael J. Genereux, sworn April 12, 2016 (the "Genereux Affidavit No. 2"), the First, Second and Third Reports of the Court-appointed Monitor, PricewaterhouseCoopers Inc. (the "Monitor") and the Confidential Supplements to the Monitor's First and Third Reports, the Affidavit of Service of Donna Kathler, dated April 26, 2016 and all other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of counsel for Sanjel, the Purchaser and other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials 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.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the Sale Agreement.

APPROVAL OF TRANSACTIONS

3. The Transaction is hereby approved, and the execution of the Sale Agreement by the Vendors are hereby authorized and approved, with such minor amendments as the Vendors and the Purchaser may agree. The Transaction is in the best interests of the Vendors, its creditors and its other stakeholders, and therefore the Sale Agreement and the Transaction contemplated thereby is authorized, ratified, deemed commercially reasonable and approved. The Vendors 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 Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

4. The Vendors and the Monitor are authorized and directed to take all such steps, perform, consummate, implement, execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may be reasonably necessary or desirable to consummate the Transaction in accordance with the term of the Sale Agreement.

5. In the event the Vendors fail to take any step or execute any document reasonably necessary or desirable to consummate the Transaction, the Monitor is authorized and directed to take such step or execute any such document on the Vendors' behalf.

VESTING OF PROPERTY

6. Upon the delivery of a Monitor's certificate to the Purchaser (or its nominee) substantially in the form and substance set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, encumbrances, other financial or monetary claims, or interests, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and whether by payment, set off or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order granted herein on April 4, 2016;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Uniform Commercial Code* (United States) or any other personal property registry system;
- (c) those Claims listed on Schedule "B" hereto (all of which are collectively referred to as the "Encumbrances"; and
- (d) for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. The Vendors and the Monitor are each authorized and directed to take all necessary steps and execute and all documents to effect any and all discharges and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.

8. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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.

9. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Vendors.

10. The Vendors and all persons who claim by, through or under the Vendors in respect of the Purchased Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such

persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Vendors, or any person claiming by or through or against the Vendors.

12. The Purchaser shall be authorized, as of the Closing, to operate under any Governmental Authority, license, permit, registration and authorization or approval of or given to the Vendors with respect to the Purchased Assets, and all such licenses, permits, registrations and authorizations and approvals shall be and shall be deemed to have been transferred to the Purchaser as of the Closing.

13. The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).

14. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Vendors are authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information pertaining to its past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) 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 Vendors.

15. 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 any Sanjel Entity and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any Sanjel Entity; and
- (d) the provisions of any federal, provincial or state statute;

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any Sanjel Entity and shall not be void or voidable by creditors of any Sanjel Entity, nor shall it constitute nor be deemed to be a settlement, 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.

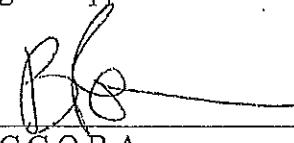
16. The Monitor, the Vendors, and the Purchaser (or its nominee) shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Vendors, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendors, the Monitor and their agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.



J.C.C.Q.B.A.

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	1601 – 03143	Clerk's Stamp
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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF SANJEL CORPORATION, SANJEL CANADA LTD., TERRACOR GROUP LTD., SURETECH GROUP LTD., SURETECH COMPLETIONS CANADA LTD., SANJEL ENERGY SERVICES (USA) INC., SANJEL (USA) INC., SURETECH COMPLETIONS (USA) INC., SANJEL CAPITAL (USA) INC., TERRACOR (USA) INC., TERRACOR RESOURCES (USA) INC., TERRACOR LOGISTICS (USA) INC., SANJEL MIDDLE EAST LTD., SANJEL LATIN AMERICA LIMITED and SANJEL ENERGY SERVICES DMCC

DOCUMENT MONITOR'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Chris Simard
Tel No.: 403-298-4485
Fax No.: 403-265-7219
Client File No. 22681-375

RECITALS

- A. Pursuant to an Order of the Honourable Justice B. E. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated April 4, 2016, PricewaterhouseCoopers Inc. was appointed as the monitor (the "Monitor") of Sanjel Corporation, Sanjel (USA) Inc., Sanjel Canada Ltd. and Sanjel Capital (USA) Inc. (collectively, the "Vendors").
- B. Pursuant to an Order of the Court dated April 28, 2016, the Court approved the agreement of purchase and sale made as of April 3, 2016 (the "Sale Agreement") between the Vendors and Liberty Oilfield Services Holdings LLC (the "Purchaser") and provided for the vesting in the Purchaser of the Vendors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 7.1, 7.2 and 7.3 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the Vendors have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in sections 7.1, 7.2 and 7.3 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at _____ on _____.

PricewaterhouseCoopers Inc., in its capacity as Court-appointed Monitor of Sanjel, and not in its personal capacity.

Per: _____

Name: _____

Title: _____

Schedule "B"

Claims

SCHEDULE "B"

Canadian PPR Registrations

Debtors	Province	Reg. No.	Registration Type	Secured Party
Sanjel Corporation	Alberta	01100221413	Security Agreement	Alberta Treasury Branches
Sanjel Corporation	Alberta	04121729612	Land Charge	Alberta Treasury Branches
Sanjel Corporation	Alberta	06100629671	Security Agreement	Sanjel Group Ltd.
Sanjel Corporation	Alberta	06100629697	Security Agreement	Sanjel Investment Corp.
Sanjel Corporation	Alberta	06100629705	Land Charge	Sanjel Group Ltd.
Sanjel Corporation	Alberta	06100629721	Land Charge	Sanjel Investment Corp.
Sanjel Corporation	Alberta	06102536429	Security Agreement	Alberta Treasury Branches
Sanjel Corporation	Alberta	06102536437	Land Charge	Alberta Treasury Branches
Sanjel Corporation	Alberta	06102620298	Security Agreement	Alberta Treasury Branches
Sanjel Corporation	Alberta	06102620330	Land Charge	Alberta Treasury Branches
Sanjel Corporation	Alberta	10012721503	Security Agreement	People's Capital and Leasing Corp.
Sanjel Corporation	Alberta	10061827383	Security Agreement	CBSC Capital Inc.
Sanjel Corporation	Alberta	10071319450	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	Alberta	10071606148	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	Alberta	10072221907	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	Alberta	11040706611	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	Alberta	11072918703	Security Agreement	CBSC Capital Inc.

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Debtor	Province	Reg. No.	Registration Type	Secured Party
SanJel Corporation	Alberta	11081220237	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Alberta	11081220260	Land Charge	Alberta Treasury Branches
SanJel Corporation	Alberta	11122208228	Security Agreement	Wells Fargo Equipment Finance, Inc.; Fifth Third Equipment Finance Company
SanJel Corporation	Alberta	13012923866	Security Agreement	CIT Finance LLC
SanJel Corporation	Alberta	13012935896	Security Agreement	CIT Finance LLC
SanJel Corporation	Alberta	13012935907	Security Agreement	CIT Finance LLC
SanJel Corporation	Alberta	13013003142	Security Agreement	CIT Finance LLC
SanJel Corporation	Alberta	13013003179	Security Agreement	CIT Finance LLC
SanJel Corporation	Alberta	13030134214	Security Agreement	CIT Finance LLC
SanJel Corporation	Alberta	13072938355	Sale of Goods or Factors Act	GE Canada Leasing Services Company
SanJel Corporation	Alberta	13072939537	Security Agreement	GE Canada Leasing Services Company
SanJel Corporation	Alberta	13072940031	Security Agreement	GE Canada Leasing Services Company
SanJel Corporation	Alberta	15072024547	Security Agreement	Cisco Systems Capital Canada Co
SanJel Corporation	Alberta	15120408528	Garage Keepers' Lien	Calgary Peterbilt Ltd
SanJel Corporation	Alberta	16020313168	Security Agreement	Bank of America Leasing & Capital, LLC
SanJel Corporation	Alberta	16020826985	Writ of Enforcement	Barton, Cameron
SanJel Corporation	Alberta	16021013053	Garage Keepers' Lien	North West Crane (GP) Ltd.
SanJel Corporation	Alberta	16022517982	Security Agreement	Alberta Treasury Branches

- 3 -

Debtor	Province	Reg. No.	Registration Type	Secured Party
Sanjel Corporation	Alberta	16030319331	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	Alberta	06102536429	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	Alberta	06102536437	Land Charge	Alberta Treasury Branches
Sanjel Canada Ltd.	Alberta	06102536445	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	Alberta	06102536452	Land Charge	Alberta Treasury Branches
Sanjel Canada Ltd.	Alberta	13072938355	Sale of Goods or Factors act	GE Canada Leasing Services Company
Sanjel Canada Ltd.	Alberta	13072939537	Security Agreement	GE Canada Leasing Services Company
Sanjel Canada Ltd.	Alberta	13072940031	Security Agreement	GE Canada Leasing Services Company; General Electric Canada Equipment Finance GP; GE Canada Asset Financing Holding Company; GE Technology Finance; GE Capital Canada Equipment Financing & Leasing Company; GE VFS Canada Limited Partnership
Sanjel Canada Ltd.	Alberta	10392726074	Security Agreement	Praxair Canada Inc.
Sanjel Canada Ltd.	Alberta	13121032039	Security Agreement	CBSC Capital Inc.
Sanjel Canada Ltd.	Alberta	14122318289	Security Agreement	Welt Oil & Gas – Manifold Trailer Systems
Sanjel Canada Ltd.	Alberta	15051533354	Security Agreement	Western Materials Handling & Equipment Ltd
Sanjel Canada Ltd.	Alberta	16021104056	Garage Keepers' Lien	First Truck Centre Edmonton Inc.
Sanjel Canada Ltd.	Alberta	16022517982	Security Agreement	Alberta Treasury Branches

- 4 -

Debtor	Province	Reg. No.	Registration Type	Secured Party
SanJel Canada Ltd.	Alberta	16030319331	Security Agreement	Alberta Treasury Branches
SanJel Capital (USA) Inc.	Alberta	16022517982	Security Agreement	Alberta Treasury Branches
SanJel Capital (USA) Inc.	Alberta	16030319331	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Alberta	03031330271	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Alberta	06102536429	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Alberta	06102536437	Land Charge	Alberta Treasury Branches
SanJel (USA) Inc.	Alberta	10071319450	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Alberta	10071606148	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Alberta	10072221907	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Alberta	11040706611	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Alberta	16020313168	Security Agreement	Bank of America Leasing & Capital, LLC
SanJel (USA) Inc.	Alberta	16022517982	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Alberta	16030319331	Security Agreement	Alberta Treasury Branches
SanJel Corporation	British Columbia	7193159	Security Agreement	Alberta Treasury Branches
SanJel Corporation	British Columbia	313840D	Security Agreement	Alberta Treasury Branches
SanJel Corporation	British Columbia	315807D	Security Agreement	Alberta Treasury Branches
SanJel Corporation	British Columbia	341029D	Security Agreement	SanJel Group Ltd (formerly Donmac Engineering and Management Ltd.)
SanJel Corporation	British Columbia	341036D	Security Agreement	SanJel Investment Corp.

Debtor	Province	Reg. No.	Registration Type	Secured Party
Sanjel Corporation	British Columbia	658497F	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	British Columbia	665751F	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	British Columbia	677569F	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	British Columbia	084360G	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel Corporation	British Columbia	733097I	Security Agreement	Cisco Systems Capital Canada Co.
Sanjel Corporation	British Columbia	144840J	Security Agreement	Alberta Treasury Branches
Sanjel Corporation	British Columbia	148898J	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	British Columbia	313847D	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	British Columbia	313840D	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	British Columbia	703735H	Security Agreement	CBSC Capital Inc.
Sanjel Canada Ltd.	British Columbia	920183I	Repairers Lien	James Western Star Truck & Trailer Ltd.
Sanjel Canada Ltd.	British Columbia	040392J	Repairers Lien	James Western Star Truck & Trailer Ltd.
Sanjel Canada Ltd.	British Columbia	144840J	Security Agreement	Alberta Treasury Branches
Sanjel Canada Ltd.	British Columbia	148898J	Security Agreement	Alberta Treasury Branches
Sanjel Capital (USA) Inc.	British Columbia	144840J	Security Agreement	Alberta Treasury Branches
Sanjel Capital (USA) Inc.	British Columbia	148898J	Security Agreement	Alberta Treasury Branches
Sanjel (USA) Inc.	British Columbia	658497F	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel (USA) Inc.	British Columbia	665751F	Security Agreement	AIG Commercial Equipment Finance, Inc.
Sanjel (USA) Inc.	British Columbia	677569F	Security Agreement	AIG Commercial Equipment Finance, Inc.

Debtor	Province	Reg. No.	Registration Type	Secured Party
SanJel (USA) Inc.	British Columbia	313840D	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	British Columbia	084360G	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	British Columbia	144840J	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	British Columbia	148898J	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Saskatchewan	122970832	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Saskatchewan	300097572	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Saskatchewan	300097972	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Saskatchewan	300102721	Security Agreement	SanJel Group Ltd. (previously Donmac Engineering and Management Ltd.)
SanJel Corporation	Saskatchewan	300102744	Security Agreement	SanJel Investment Corp.
SanJel Corporation	Saskatchewan	300609500	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	Saskatchewan	300611954	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	Saskatchewan	300614029	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	Saskatchewan	300706910	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	Saskatchewan	301366154	Security Agreement	Cisco Systems Capital Canada Co.
SanJel Corporation	Saskatchewan	301451581	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Saskatchewan	301454065	Security Agreement	Alberta Treasury Branches
SanJel Canada Ltd.	Saskatchewan	300097572	Security Agreement	Alberta Treasury Branches
SanJel Canada Ltd.	Saskatchewan	301111596	Security Agreement	CBSC Capital Inc.

Debtor	Province	Reg. No.	Registration Type	Secured Party
SanJel Canada Ltd.	Saskatchewan	301451581	Security Agreement	Alberta Treasury Branches
SanJel Canada Ltd.	Saskatchewan	301454066	Security Agreement	Alberta Treasury Branches
SanJel Capital (USA) Inc.	Saskatchewan	301451581	Security Agreement	Alberta Treasury Branches
SanJel Capital (USA) Inc.	Saskatchewan	301454065	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Saskatchewan	300097572	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Saskatchewan	300609500	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Saskatchewan	300611954	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Saskatchewan	300614029	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Saskatchewan	300706910	Security Agreement	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	Saskatchewan	301451581	Security Agreement	Alberta Treasury Branches
SanJel (USA) Inc.	Saskatchewan	301454065	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Northwest Territories	465781	PPSA Financing Statement	Alberta Treasury Branches
SanJel Corporation	Northwest Territories	472084	PPSA Financing Statement	Alberta Treasury Branches
SanJel Corporation	Northwest Territories	1282711	PPSA Financing Statement	Alberta Treasury Branches
SanJel Corporation	Northwest Territories	1283195	PPSA Financing Statement	Alberta Treasury Branches
SanJel Canada Ltd.	Northwest Territories	465781	PPSA Financing Statement	Alberta Treasury Branches

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Debtor	Province	Reg. No.	Registration Type	Secured Party
SanJel Canada Ltd.	Northwest Territories	1282711	PPSA Financing Statement	Alberta Treasury Branches
SanJel Canada Ltd.	Northwest Territories	1283195	PPSA Financing Statement	Alberta Treasury Branches
SanJel Capital (USA) Inc.	Northwest Territories	1282711	PPSA Financing Statement	Alberta Treasury Branches
SanJel Capital (USA) Inc.	Northwest Territories	1283195	PPSA Financing Statement	Alberta Treasury Branches
SanJel (USA) Inc.	Northwest Territories	465781	PPSA Financing Statement	Alberta Treasury Branches
SanJel (USA) Inc.	Northwest Territories	1282711	PPSA Financing Statement	Alberta Treasury Branches
SanJel (USA) Inc.	Northwest Territories	1283195	PPSA Financing Statement	Alberta Treasury Branches
SanJel Corporation	Manitoba	201603972703	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Manitoba	201603943100	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Manitoba	200620432902	Security Agreement	SanJel Investment Corp.
SanJel Corporation	Manitoba	200620431701	Security Agreement	SanJel Group Ltd.
SanJel Corporation	Manitoba	200619897403	Security Agreement	Alberta Treasury Branches
SanJel Corporation	Manitoba	200523035303	Security Agreement	Alberta Treasury Branches
SanJel Canada Ltd.	Manitoba	201603972703	Security Agreement	Alberta Treasury Branches
SanJel Canada Ltd.	Manitoba	201603943100	Security Agreement	Alberta Treasury Branches
SanJel Canada Ltd.	Manitoba	200619897403	Security Agreement	Alberta Treasury Branches

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Debtor	Province	Reg. No.	Registration Type	Secured Party
Sanjel Capital (USA) Inc.	Manitoba	201603972703	Security Agreement	Alberta Treasury Branches
Sanjel Capital (USA) Inc.	Manitoba	201603943100	Security Agreement	Alberta Treasury Branches
Sanjel Capital (USA) Inc.	Manitoba	200619897403	Security Agreement	Alberta Treasury Branches
Sanjel (USA) Inc.	Manitoba	201603972703	Security Agreement	Alberta Treasury Branches
Sanjel (USA) Inc.	Manitoba	201603943100	Security Agreement	Alberta Treasury Branches

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United States UCC Registrations

Debtor	State	File No.	Secured Party
SanJel Capital (USA) Inc.	DE	20113299909	Alberta Treasury Branches
SanJel Capital (USA) Inc.	DE	20113809095	SM Energy Company
SanJel Corporation	CO	20052013509	Alberta Treasury Branches
SanJel Corporation	CO	20102056591	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	CO	20102057015	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	CO	20102057415	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	CO	20052013509	Alberta Treasury Branches
SanJel (USA) Inc.	CO	20102056591	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	CO	20102057015	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	CO	20102057415	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	TX	10-0020314142	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	TX	10-0020892133	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	TX	10-0021519635	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	TX	11-0009380365	Newfield Production Company
SanJel (USA) Inc.	TX	10-0020314142	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	TX	10-0020892133	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	TX	10-0021519635	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	ND	10-000611346-3	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	ND	10-000611922-1	AIG Commercial Equipment Finance, Inc.

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Debtor	State	File No.	Secured Party
SanJel Corporation	ND	10-000612976-7	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	ND	10-000611346-3	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	ND	10-000611922-1	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	ND	10-000612976-7	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	ND	16-001041862-2	Alberta Treasury Branches
SanJel (USA) Inc.	ND	16-001041868-8	Alberta Treasury Branches
SanJel Corporation	WY	2010-44482240	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	WY	2010-44529636	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	WY	2010-44570228	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	WY	2010-44482240	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	WY	2010-44529636	AIG Commercial Equipment Finance, Inc.
SanJel (USA) Inc.	WY	2010-44570228	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	MT	579178259	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	MT	579244829	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	MT	579315383	AIG Commercial Equipment Finance, Inc.
SanJel Corporation	MT	582151911	Newfield Production Company
SanJel Corporation	MT	150216716592	Wells Fargo Equipment Finance, Inc.
SanJel Corporation	MT	150511822815	Wells Fargo Equipment Finance, Inc.