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

In re:	§	Chapter 11
CJ HOLDING CO., *et al.*,[1]	§	Case No. 16-33590 (DRJ)
Debtors.	§	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on November 5, 2016, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order [Docket No. 720] (the "Disclosure Statement Order"): (a) authorizing CJ Holding Co. and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *Second Amended Joint Plan of Reorganization of CJ Holding Co., et al. Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan");[2] (b) approving the *Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of CJ Holding Co., et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (e) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order approving the Disclosure Statement, the Debtors filed the Plan Supplement with the Bankruptcy Court on December 3, 2016. The Plan Supplement contains the following documents (each as defined in the Plan): (a) New Organizational Documents; (b) Exit Facility Documents; (c) Schedule of Rejected Executory Contracts and Unexpired Leases; (d) Schedule of Assumed Executory Contracts and Unexpired Leases; (e) Schedule of Retained Causes of Action; (f) the Backstop Commitment Agreement (including the Rights Offering Procedures attached thereto); (g) the Warrant Agreement; (h) the Registration Rights Agreement;

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number (if any), are: CJ Holding Co. (4586); Blue Ribbon Technology Inc. (6338); C&J Corporate Services (Bermuda) Ltd.; C&J Energy Production Services-Canada; C&J Energy Services, Inc. (3219); C&J Energy Services Ltd.; C&J Spec-Rent Services, Inc. (0712); C&J VLC, LLC (9989); C&J Well Services Inc. (5684); ESP Completion Technologies LLC (4615); KVS Transportation, Inc. (2415); Mobile Data Technologies Ltd.; Tellus Oilfield Inc. (2657); Tiger Cased Hole Services Inc. (7783); and Total E&S, Inc. (5351). The location of the Debtors' service address is 3990 Rogerdale, Houston, Texas 77042.

[2] Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

(i) the Unsecured Creditor Agreement; and (j) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan.

PLEASE TAKE FURTHER NOTICE THAT, subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court; *provided* that if any document in the Plan Supplement is altered, modified, or supplemented in any material respect, the Debtors will file a revised version of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Bankruptcy Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **December 16, 2016, at 10:00 a.m.** prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **December 9, 2016, at 4:00 p.m.** prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be ***actually received*** on or before the Plan Objection Deadline:

Co-Counsel to the Debtors	
Stephen Thomas Schwarzbach Jr. (Texas Bar No. 24079288) **KIRKLAND & ELLIS LLP** 600 Travis Street, Suite 3300 Houston, Texas 77002 -and- James H.M. Sprayregen, P.C. Marc Kieselstein, P.C. Chad J. Husnick Emily E. Geier **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654	Bernard Given II (Texas Bar No. 07990180) Lance Jurich **LOEB & LOEB LLP** 10100 Santa Monica Boulevard Suite 2200 Los Angeles, California 90067

U.S. Trustee
Hector Duran Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002
Counsel to the Supporting Creditors
Timothy Graulich Damian Schaible Steven Z. Szanzer **DAVIS POLK & WARDWELL LLP** 450 Lexington Avenue New York, New York 10017
Counsel to the Official Committee of Unsecured Creditors Appointed in These Chapter 11 Cases
Shari L. Heyen David R. Eastlake **GREENBERG TRAURIG LLP** 1000 Louisiana, Suite 1700 Houston, Texas 77002 -and- David B. Kurzweil **GREENBERG TRAURIG LLP** 3333 Piedmont Road, NE, Suite 2500 Atlanta, Georgia 30305

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Donlin, Recano & Company, Inc., the notice and claims agent retained by the Debtors in the Chapter 11 Cases (the "Notice and Claims Agent"), by: (a) calling the Debtors' restructuring hotline at 866-296-8019 (toll free) or 212-771-1128 (international); (b) visiting the Debtors' restructuring website at: https://donlinrecano.com/cjenergy; (c) writing to the Notice and Claims Agent, Attn: CJ Holding Co. Ballot Processing, c/o Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, New York 11219; and/or (d) emailing Balloting@DonlinRecano.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.D. CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Dated: December 3, 2016

/s/ *Chad J. Husnick*

Stephen Thomas Schwarzbach Jr. (Texas Bar No. 24079288)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
600 Travis Street
Suite 3300
Houston, Texas 77002
Telephone: (713) 835-3600
Facsimile: (713) 835-3601
Email: steve.schwarzbach@kirkland.com

- and -

James H.M. Sprayregen, P.C.
Marc Kieselstein, P.C. (admitted *pro hac vice*)
Chad J. Husnick (admitted *pro hac vice*)
Emily E. Geier (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
marc.kieselstein@kirkland.com
chad.husnick@kirkland.com
emily.geier@kirkland.com

- and -

Bernard Given II (Texas Bar No. 07990180)
Lance Jurich (admitted *pro hac vice*)
LOEB & LOEB LLP
10100 Santa Monica Boulevard
Suite 2200
Los Angeles, California 90067
Telephone: (310) 282-2000
Facsimile: (310) 282-2200
Email: bgiven@loeb.com
ljurich@loeb.com

Co-Counsel to the Debtors and Debtors in Possession

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

In re:	§	Chapter 11
CJ HOLDING CO., *et al.*,[1]	§	Case No. 16-33590 (DRJ)
Debtors.	§	(Jointly Administered)

PLAN SUPPLEMENT FOR THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CJ HOLDING CO. AND ITS DEBTOR AFFILIATES

TABLE OF CONTENTS

Exhibit	Description
A	Form of New Organizational Documents
B	Exit Facility Term Sheet
C	Schedule of Rejected Executory Contracts and Unexpired Leases
D	Schedule of Assumed Executory Contracts and Unexpired Leases
E	Schedule of Retained Causes of Action
F	Form of Backstop Commitment Agreement
G	Form of Warrant Agreement
H	Form of Registration Rights Agreement
I	Form of Unsecured Creditor Agreement
J	Section 1129(a)(5) Disclosures

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number (if any), are: CJ Holding Co. (4586); Blue Ribbon Technology Inc. (6338); C&J Corporate Services (Bermuda) Ltd.; C&J Energy Production Services-Canada Ltd.; C&J Energy Services, Inc. (3219); C&J Energy Services Ltd.; C&J Spec-Rent Services, Inc. (0712); C&J VLC, LLC (9989); C&J Well Services Inc. (5684); ESP Completion Technologies LLC (4615); KVS Transportation, Inc. (2415); Mobile Data Technologies Ltd.; Tellus Oilfield Inc. (2657); Tiger Cased Hole Services Inc. (7783); and Total E&S, Inc. (5351). The location of the Debtors' service address is 3990 Rogerdale, Houston, Texas 77042.

K	Form of Rights Agreement
L	Form of Stockholders' Agreement
M	Description of Restructuring Transactions

EXHIBIT A

Form of New Organizational Documents

This **Exhibit A** includes the following organizational documents for the Reorganized Debtors:

- Exhibit A(i): Certificate of Incorporation for the Reorganized Debtors
- Exhibit A(ii): Bylaws for the Reorganized Debtors

Certain documents, or portions thereof, contained in this **Exhibit A** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

EXHIBIT A (i)

Form of Certificate of Incorporation for the Reorganized Debtors

CERTIFICATE OF INCORPORATION

OF

[COMPANY]

ARTICLE 1
NAME

The name of the corporation is [COMPANY] (the "**Corporation**").

ARTICLE 2
REGISTERED OFFICE AND AGENT

The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The name of its registered agent at such address is the Corporation Service Company.

ARTICLE 3
PURPOSE AND POWERS

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**").

ARTICLE 4
CAPITAL STOCK

(A) **Authorized Shares.**

(1) **Classes of Stock.** The total number of shares of stock that the Corporation shall have authority to issue is [●], consisting of [●] shares of Common Stock, par value $0.01 per share (the "**Common Stock**"), and [●] shares of Preferred Stock, par value $0.01 per share (the "**Preferred Stock**").

The powers, preferences and rights of, and the qualifications, limitations and restrictions upon, each class or series of stock shall be determined in accordance with, or as set forth below in, this Article 4.

(2) **Preferred Stock.** The Board of Directors is hereby empowered, without any action or vote by the Corporation's stockholders (except as may otherwise be provided by

the terms of any class or series of Preferred Stock then outstanding), to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by Delaware Law.

(B) **Voting Rights.**

(1) Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; *provided, however,* that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) that relates solely to the terms of one or more outstanding classes or series of Preferred Stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) or pursuant to Delaware Law.

(2) The Corporation shall not issue nonvoting equity securities; *provided, however*, the foregoing restriction shall (i) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), (ii) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with Section 1123(a)(6) of the Bankruptcy Code.

ARTICLE 5
BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation (the "**Bylaws**"), subject to the consent rights granted to the holders of any one or more series of Preferred Stock then outstanding or the rights granted pursuant to the Stockholders Agreement, expected to be dated on or about [●][1], by and among the Company and certain holders (the "**SHA Stockholders**") of the Common Stock (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Stockholders Agreement**").

[1] Note to draft: To be dated the date hereof.

The stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than 66 2/3% of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

ARTICLE 6
BOARD OF DIRECTORS

(A) **Power of the Board of Directors**. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, subject to the consent rights granted to the SHA Stockholders pursuant to the Stockholders Agreement.

(B) **Number of Directors.** Subject to the terms of the Stockholders Agreement, the number of directors that shall constitute the whole Board of Directors shall be fixed from time to time by one or more resolutions adopted from time to time by the affirmative vote of a majority of the Board of Directors.

(C) **Election of Directors**.

(1) The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be practicable, of one-third of the total number of directors constituting the entire Board of Directors. Subject to the terms of the Stockholders Agreement, each director shall serve for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected; *provided* that directors initially designated as Class I directors shall serve for a term ending on the date of the first annual meeting following [•][2] (the "**Emergence Date**"), directors initially designated as Class II directors shall serve for a term ending on the date of the second annual meeting following the Emergence Date, and directors initially designated as Class III directors shall serve for a term ending on the third annual meeting following the Emergence Date. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. In the event of any change in the number of directors, the Board of Directors shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of directors in each class. In no event will a decrease in the number of directors shorten the term of any incumbent director.

(3) There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot unless the Bylaws so provide.

(D) **Vacancies.** Subject to the rights granted to any holders of Preferred Stock then outstanding or the SHA Stockholders pursuant to the Stockholders Agreement, vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created

[2] Note to draft: To be the date hereof.

directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected.

(E) **Removal.** Subject to the terms of the Stockholders Agreement, no director may be removed from office by the stockholders except for cause with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

(F) **Preferred Stock Directors**. Notwithstanding anything else contained herein but subject to the terms of the Stockholders Agreement, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of such class or series of Preferred Stock adopted by resolution or resolutions adopted by the Board of Directors pursuant to Article 4(A) hereto, and such directors so elected shall not be subject to the provisions of this Article 6 unless otherwise provided therein.

(G) **Disqualification.** A director who, at the time of taking office as a director, is an employee of the Corporation or any subsidiary of the Corporation (an "**Employee Director**") shall cease to be qualified to serve as a director, and shall tender his or her resignation as director, if such person ceases to be an employee of the Corporation or any one of its subsidiaries, with the disqualification of such director and the effectiveness of such resignation to take place upon the earliest of (a) such director's cessation of employment, (b) delivery by such Employee Director to the Corporation, or such subsidiary or subsidiaries, as the case may be, of a notice of resignation of employment or (c) delivery by the Corporation or one of its subsidiaries, as the case may be, to such Employee Director of a notice of termination of employment. Notwithstanding the foregoing and subject to the Stockholders Agreement, a majority of the Board of Directors may choose to waive the foregoing disqualification and resignation provisions with respect to any Employee Director and have such Employee Director remain on the Board of Directors; *provided, however*, that if the Board of Directors exercises such waiver with respect to the Chief Executive Officer, there must exist a vacancy on the Board of Directors or the Board of Directors must also have the authority to increase the number of directors serving on the Board of Directors by one.

ARTICLE 7
MEETINGS OF STOCKHOLDERS

(A) **Annual Meetings.** An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as the Board of Directors shall determine.

(B) **Special Meetings.** Special meetings of the stockholders may be called only by the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors. Notwithstanding the foregoing, whenever holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, such holders may call, pursuant to the terms of such class or series of Preferred Stock adopted by resolution or resolutions of the Board of Directors pursuant to Article 4(A) hereto, special meetings of holders of such Preferred Stock.

(C) **Action by Written Consent.** At any time before the Stockholders Agreement has been terminated in accordance with its terms, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. At any time from and after the termination of the Stockholders Agreement in accordance with its terms, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders; *provided, however*, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation relating to such series of Preferred Stock.

ARTICLE 8
EXCULPATION

The Corporation hereby eliminates, to the fullest extent permitted by law (as contemplated by Section 102(b)(7) of Delaware Law, the personal liability of any person who serves as a director of the Corporation to the Corporation and/or its stockholders for monetary damages for breach of fiduciary duty as a director, *provided* that this Article 8 shall not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of Delaware Law; or (iv) for any transaction from which the director derived an improper personal benefit; *provided further, however*, that if in the future Delaware Law is amended or modified (including, but not limited to, Section 102(a)(7)) to permit the elimination of the personal liability of a director of the Corporation to a greater extent than contemplated above, then the provisions of this Article 8 shall be deemed to be automatically amended to provide for the elimination of the personal liability of the directors of the Corporation to such greater extent. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE 9
INDEMNIFICATION

The Corporation shall, to the fullest extent permitted by Section 145 of Delaware Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The right to indemnification conferred in this Article 9 shall be a contract right.

ARTICLE 10
BUSINESS COMBINATIONS

(A) The Corporation hereby expressly elects not to be governed by Section 203 of Delaware Law.

(B) Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below) with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

(1) prior to such time, the Board of Directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;

(2) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(3) at or subsequent to such time, the business combination is approved by the Board of Directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2⁄3% of the outstanding voting stock of the Corporation that is not owned by the interested stockholder.

(C) For purposes of this Article 10, references to:

(1) "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(2) "**associate**," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(3) "**business combination**," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (a) with the interested stockholder, or (b) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation clause (B) of this Article 10 is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under Section 251(g) of Delaware Law; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock

by the Corporation; provided, however, that in no case under items (c) through (e) of this subsection (iii) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation that has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(v) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (i) through (iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(4) "**control**," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Section, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(5) "**interested stockholder**" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; *provided*, *however*, that "**interested stockholder**" shall not include (a) Ascribe Capital LLC, Blue Mountain Capital Management, LLC, GSO Capital Partners LP, Solus Alternative Asset Management LP, any SHA Stockholder or any of their respective affiliates, related funds or successors or any "group", or any member of any such group, to which any of such persons are a party under Rule 13d-5 of the Securities Exchange Act of 1934, as amended, or (b) any person whose ownership of shares in excess of the 15% limitation set forth

herein is the result of any action taken solely by the Corporation; *provided*, *further*, that such person shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(6) "**owner**," including the terms "**own**" and "**owned**," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

(i) beneficially owns such stock, directly or indirectly; or

(ii) has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more persons; or

(iii) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(7) "**person**" means an individual, corporation, partnership, unincorporated association or other entity.

(8) "**related fund**" means, with respect to a person, any fund, account or investment vehicle that is controlled, managed, advised or sub-advised by (a) such person, (b) an affiliate of such person or (c) the same investment manager, advisor or subadvisor as such person or an affiliate of such investment manager, advisor or subadvisor.

(9) "**stock**" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(10) "**voting stock**" means stock of any class or series entitled to vote generally in the election of directors.

(D) The restrictions contained in this Article 10 shall not apply if the Corporation, by the affirmative vote or written consent of the holders of not less than 66 2/3% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class, adopts an amendment to this Certificate of Incorporation expressly electing not to be governed by this Article 10 or otherwise repeals this Article 10; *provided*, that any such amendment shall not be effective until 12 months after the adoption of such amendment and shall not apply to any business combination between the Corporation and any person who became an interested stockholder of the Corporation on or prior to such adoption.

ARTICLE 11
CORPORATE OPPORTUNITIES

(A) In anticipation that the Corporation and certain of its non-employee directors (the "**Non-Employee Directors**") may engage in, and are permitted to have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in, the same or similar activities or lines of business, and in recognition of (a) the benefits to be derived by the Corporation through the continued service of such Non-Employee Directors and (b) the difficulties attendant to any Non-Employee Director, who desires and endeavors fully to satisfy such Non-Employee Director's fiduciary duties, in determining the full scope of such duties in any particular situation, the provisions of this Article 11 are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve such Non-Employee Directors, and the powers, rights, duties and liabilities of the Corporation and its Non-Employee Directors, other directors and officers, and stockholders in connection therewith.

(B) The Corporation's Non-Employee Directors shall not have a duty to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation or its affiliates or otherwise competing with the Corporation or its affiliates, and, to the fullest extent permitted by applicable law, Non-Employee Directors of the Corporation shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of any such activities. Subject to clause (C) of this Article 11, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity that may be corporate opportunity for a Non-Employee Director to the fullest extent permitted by applicable law. Subject to clause (C) of this Article 11, if a Non-Employee Director acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Corporation, such Non-Employee Director shall have no duty to communicate or offer such corporate opportunity to the Corporation and shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of the fact that such corporate opportunity is not communicated or offered to the Corporation.

(C) The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered solely to such Non-Employee Director in his or her capacity as a director of the Corporation, and clause (B) of this Article 11 shall not apply to any such corporate opportunity.

(D) In addition to and notwithstanding the foregoing provisions of this Article 11, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity (i) that the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) that from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) in which the Corporation has no interest or reasonable expectancy.

(F) None of the alteration, amendment, change and repeal of any provision of this Article 11 nor the adoption of any provision of this Certificate of Incorporation inconsistent with any provision of this Article 11 shall eliminate or reduce the effect of this Article 11 in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article 11, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

(G) Any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article 11.

ARTICLE 12
EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of Delaware Law or this Certificate of Incorporation or the Bylaws (in each case, as they may be amended from time to time) or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware), in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. To the furthest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article 12.

ARTICLE 13
AMENDMENTS

The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by the Delaware Law and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation and the terms of the Stockholders Agreement. Notwithstanding the foregoing, the provisions set forth in Articles

4(B), 5, 6, 7, 10 and this Article 13 may not be repealed or amended in any respect, and no other provision may be adopted, amended or repealed which would have the effect of modifying or permitting the circumvention of the provisions set forth in any of Articles 4(B), 5, 6, 7, 10 or this Article 13, unless such action is approved pursuant to the Stockholders Agreement and by the affirmative vote of the holders of not less than 66 2/3% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation this [●] day of [●].

_____

[NAME]
[TITLE]

EXHIBIT A (ii)

Form of Bylaws for the Reorganized Debtors

BYLAWS

OF

[COMPANY]

ARTICLE 1
OFFICES

Section 1.01. *Registered Office.* The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books.* The books of the Corporation may be kept within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board of Directors in the absence of a designation by the Board of Directors).

Section 2.02. *Annual Meetings.* An annual meeting of stockholders shall be held for the election of directors to succeed those whose terms expire and to transact such other business as may properly be brought before the meeting.

Section 2.03. *Special Meetings.* Special meetings of the stockholders may be called only by the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors.

Section 2.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be

amended from time to time ("**Delaware Law**"), such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. The Board of Directors or the chairman of the meeting may adjourn the meeting to another time or place (whether or not a quorum is present), and notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which such adjournment is made. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. *Quorum.* Unless otherwise provided in the Certificate of Incorporation or these Bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2.06. *Voting.* (a) Unless otherwise provided in the Certificate of Incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the votes cast at the meeting on the subject matter shall be the act of the stockholders. Abstentions and broker non-votes shall not be counted as votes cast. Subject to the rights of the holders of any class or series of preferred stock to elect additional directors under specific circumstances, as may be set forth in the certificate of designations for such class or series of preferred stock, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed

by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

(c) Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he or she is of the proxies representing such shares.

Section 2.07 *Inspectors at Meetings of Stockholders.* At any meeting of stockholders at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability. Such inspector shall ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Section 2.08. *Stockholder Action by Written Consent.* Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation and in accordance with applicable law.

Section 2.09. *Organization.* At each meeting of stockholders, the Chairman of the Board of Directors, if one shall have been elected, or in the Chairman's absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, or if one director shall not have been so designated, then the Chief Executive Officer, shall act as chairman of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.10. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 2.11. *Nomination of* Directors *and Proposal of Other Business.*

(a) *Annual Meetings of Stockholders*. (i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof, (C) as may be provided in the certificate of designations for any class or series of preferred stock; (D) as may be provided in the Stockholders Agreement (as defined in the Certificate of Incorporation); or (E) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in paragraph (ii) of this Section 2.11(a) and at the time of the annual meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.11(a), and, except as otherwise required by law, any failure to comply with these procedures shall result in the nullification of such nomination or proposal.

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (E) of paragraph (i) of this Section 2.11(a), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting of stockholders; *provided, however,* that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 70 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 120 days prior to such annual meeting and no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was first made by the Corporation. In no event shall the adjournment or postponement of any meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iii) A stockholder's notice to the Secretary shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director: (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (as amended (together with the rules and regulations promulgated thereunder), the "**Exchange Act**")) including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (2) a reasonably detailed description of any compensatory, payment or other financial agreement, arrangement or understanding that such person has with any other person or entity other than the Corporation including the amount of any payment or payments received or receivable thereunder, in each case in connection with candidacy or service as a director of the Corporation (a "**Third-Party Compensation Arrangement**"), (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business

(including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment), the reasons for conducting such business and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made:

(1) the name and address of such stockholder (as they appear on the Corporation's books) and any such beneficial owner;

(2) for each class or series, the number of shares of capital stock of the Corporation that are held of record or are beneficially owned by such stockholder and by any such beneficial owner;

(3) a description of any agreement, arrangement or understanding between or among such stockholder and any such beneficial owner, any of their respective affiliates or associates, and any other person or persons (including their names) in connection with the proposal of such nomination or other business;

(4) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or any such beneficial owner or any such nominee with respect to the Corporation's securities;

(5) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(6) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (i) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or to elect each such nominee and/or (ii) otherwise to solicit proxies from stockholders in support of such proposal or nomination;

(7) any other information relating to such stockholder, beneficial owner, if any, or director nominee or proposed business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee or proposal pursuant to Section 14 of the Exchange Act; and

(8) such other information relating to any proposed item of business as the Corporation may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

If requested by the Corporation, the information required under clauses 2.11(a)(iii)(C)(2), (3) and (4) of the preceding sentence of this Section 2.11 shall be supplemented by such stockholder and any such beneficial owner not later than 10 days after the record date for the meeting to disclose such information as of the record date.

(b) *Special Meetings of Stockholders*. If the election of directors is included as business to be brought before a special meeting in the Corporation's notice of meeting, then nominations of persons for election to the Board of Directors at a special meeting of stockholders may be made by any stockholder who is a stockholder of record at the time of giving of notice provided for in this Section 2.11(b) and at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.11(b). For nominations to be properly brought by a stockholder before a special meeting of stockholders pursuant to this Section 2.11(b), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (A) not earlier than 120 days prior to the date of the special meeting nor (B) later than the later of 90 days prior to the date of the special meeting or the 10th day following the day on which public announcement of the date of the special meeting was first made. A stockholder's notice to the Secretary shall comply with the notice requirements of Section 2.11(a)(iii).

(c) *General*. (i) To be eligible to be a nominee for election as a director, the proposed nominee must provide to the Secretary of the Corporation in accordance with the applicable time periods prescribed for delivery of notice under Section 2.11(a)(ii) or Section 2.11(b): (1) a completed D&O questionnaire (in the form provided by the secretary of the Corporation at the request of the nominating stockholder) containing information regarding the nominee's background and qualifications and such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or to serve as an independent director of the Corporation, (2) a written representation that, unless previously disclosed to the Corporation, the nominee is not and will not become a party to any voting agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or that could interfere with such person's ability to comply, if elected as a director, with his/her fiduciary duties under applicable law, (3) a written representation and agreement that, unless previously disclosed to the Corporation pursuant to Section 2.11(a)(iii)(A)(2), the nominee is not and will not become a party to any Third-Party Compensation Arrangement and (4) a written representation that, if elected as a director, such nominee would be in compliance and will continue to comply with the Corporation's corporate governance guidelines as disclosed on the Corporation's website, as amended from time to time. At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the Secretary of the Corporation the information that is required to be set forth in a stockholder's notice of nomination that pertains to the nominee.

(ii) No person shall be eligible to be nominated by a stockholder to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.11. No business proposed by a stockholder shall be conducted at a stockholder meeting except in accordance with this Section 2.11

(iii) The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws or that business was not properly brought before the meeting, and if he/she should so determine, he/she shall so declare to the meeting and the defective nomination shall be disregarded or such business shall not be transacted, as the case may be. Notwithstanding the foregoing provisions of this Section 2.11, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other proposed business, such nomination shall be disregarded or such proposed business shall not be transacted, as the case may be, notwithstanding that proxies in respect of such vote may have been received by the Corporation and counted for purposes of determining a quorum. For purposes of this Section 2.11, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(iv) Without limiting the foregoing provisions of this Section 2.11, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 2.11; *provided*, *however*, that any references in these Bylaws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.11, and compliance with paragraphs (a)(i)(C) and (b) of this Section 2.11 shall be the exclusive means for a stockholder to make nominations or submit other business (other than as provided in Section 2.11(c)(v)).

(v) Notwithstanding anything to the contrary, the notice requirements set forth herein with respect to the proposal of any business pursuant to this Section 2.11 shall be deemed satisfied by a stockholder if such stockholder has submitted a proposal to the Corporation in compliance with Rule 14a-8 under the Exchange Act, and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for the meeting of stockholders.

(d) Notwithstanding anything contrary herein, for as long as the Stockholders Agreement remains in effect, none of the SHA Stockholders (as defined in the Certificate of Incorporation) shall be subject to any of the notice or nomination procedures with respect to any annual or special meeting of stockholders set forth in this Article 2.

ARTICLE 3
DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in Delaware Law or the Certificate of Incorporation and subject to the terms of the Stockholders Agreement, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. *Number, Election and Term Of Office.* Subject to the terms of the Stockholders Agreement, the Board of Directors shall consist of a number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the Board. As set forth in Article 6 of the Certificate of Incorporation, the directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be practicable, of one-third of the total number of directors constituting the entire Board of Directors. Except as otherwise provided in the Certificate of Incorporation and subject to the terms of the Stockholders Agreement, each director shall serve for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 3.03. *Quorum and Manner of Acting.* Unless the Certificate of Incorporation or these Bylaws require a greater number and subject to the terms of the Stockholders Agreement, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and, except as otherwise expressly required by law or by the Certificate of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board of Directors in the absence of a determination by the Board of Directors, or the Chief Executive Officer in the Chairman's absence).

Section 3.05. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be

specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the Chief Executive Officer and shall be called by the Chairman of the Board of Directors, Chief Executive Officer or the Secretary, on the written request of a majority of the Board of Directors. Notice of special meetings of the Board of Directors shall be given to each director at least 48 hours before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. *Committees.* Subject to the terms of the Stockholders Agreement, the Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation, and may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the terms of the Stockholders Agreement, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. *Action by Consent.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. *Telephonic Meetings.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications

equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. *Resignation.* Any director may resign from the Board of Directors at any time by giving notice to the Board of Directors or to the Secretary of the Corporation. Any such notice must be in writing or by electronic transmission to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. *Vacancies.* Unless otherwise provided in the Certificate of Incorporation and subject to the terms of the Stockholders Agreement, vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the Certificate of Incorporation and subject to the terms of the Stockholders Agreement, when one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of the other vacancies.

Section 3.13. *Removal.* No director may be removed from office by the stockholders except for cause with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the corporation generally entitled to vote in the election of directors, voting together as a single class.

Section 3.14. *Compensation.* Unless otherwise restricted by the Certificate of Incorporation, these Bylaws or the Stockholders Agreement, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.15. *Preferred Stock Directors.* Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions applicable thereto adopted by the Board of Directors pursuant to the Certificate of Incorporation, and such directors so elected shall not be subject to the provisions of Sections 3.02, 3.12 and 3.13 of this Article 3 unless otherwise provided therein or in the Stockholders Agreement.

ARTICLE 4
OFFICERS

Section 4.01. *Principal Officers.* The principal officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board of Directors may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary. The Chief Executive Officer shall be a director of the Corporation for so long as that person is serving as Chief Executive Officer.

Section 4.02. *Appointment, Term of Office and Remuneration.* The principal officers of the Corporation shall be appointed by the Board of Directors in the manner determined by the Board of Directors. Each such officer shall hold office until his or her successor is appointed, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. *Subordinate Officers.* In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05. *Resignations.* Any officer may resign at any time by giving notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). Any such notice must be in writing. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5
CAPITAL STOCK

Section 5.01. *Certificates For Stock; Uncertificated Shares.* The shares of the Corporation need not be represented by certificates, and the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares or a combination of certificated and uncertificated shares. Any such resolution that shares of a class or series will only be uncertificated shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise required by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, or the Chief Executive Officer, President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of such Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. *Transfer Of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

ARTICLE 6
INDEMNIFICATION

Section 6.01. *Indemnification*. The Corporation (and any successor or surviving corporation to the Corporation by merger or otherwise) shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnitee**") who was or is made or is threatened to be made a party or is otherwise

involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") (whether such Proceeding is an action by or in the right of the Corporation, is initiated by a third party or otherwise), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to an employee benefit plan, against all liability, expense and loss (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee, but only if such indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. Notwithstanding the preceding sentence, except for a suit or action brought under Section 6.03, the Corporation shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such Proceeding (or part thereof) by the Indemnitee was authorized by the Board of Directors of the Corporation.

Section 6.02. *Prepayment of Expenses*. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; *provided, however*, that to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnitee to repay all amounts advanced if it should be ultimately determined that the Indemnitee is not entitled to be indemnified under this Article 6 or otherwise.

Section 6.03. *Claims*. If a claim for indemnification or payment of expenses under this Article 6 is not paid in full within sixty (60) days after a written claim therefor by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.04. *Authorization*. Any indemnification under Section 6.01 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination shall be made (a) by a majority vote of the directors who are not parties to such Proceeding, even though less than a quorum; or (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum; or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or (d) by the stockholders.

Section 6.05. *Nonexclusivity of Rights*. The rights conferred on any Indemnitee by this Article 6 shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.06. *Amendment or Repeal*. Any repeal or modification of the provisions of this Article 6 shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 6.07. *Other Indemnification and Prepayment Expenses*. This Article 6 shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Indemnitees when and as authorized by the Board of Directors. Subject to the foregoing, persons who are not covered by the foregoing provisions and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, including a subsidiary of the Corporation, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors in its sole discretion.

Section 6.08. *Survival of Indemnification Rights*. The rights to indemnification and advance payment of expenses provided by Section 6.01 and Section 6.02 shall continue as to a person who has ceased to be a director, officer, employee, or agent of the Corporation and shall inure to the benefit of the personal representatives, heirs, executors and administrators of such person.

Section 6.09. *Insurance*. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, partner (limited or general), manager, trustee or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such, and related expenses, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of applicable law.

ARTICLE 7
GENERAL PROVISIONS

Section 7.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to

vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board of Directors may in its discretion or as required by law fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall fix the same date or an earlier date as the record date for stockholders entitled to notice of such adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 7.02. *Dividends.* Subject to limitations contained in Delaware Law, the Certificate of Incorporation and the Stockholders Agreement, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 7.03. *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 7.04. *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 7.05. *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock. If the Board of Directors has not so authorized anyone, the Chief Executive Officer or the Chief Executive Officer's delegate shall perform such function.

Section 7.06. *Indemnitor of First Resort.* To the extent that any director may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more persons with whom or which such director may be associated (a "**Third-Party Indemnitor**"), the Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to such persons are primary and any obligation of the Third-Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such persons are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by such persons and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Certificate of Incorporation or the Bylaws (or any other agreement between the Corporation and such persons), without regard to any rights such persons may have against the Third-Party Indemnitors and (iii) that it irrevocably waives, relinquishes and releases the Third-Party Indemnitors from any and all claims against the Third-Party Indemnitors for contribution,

subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Third-Party Indemnitors on behalf of such persons with respect to any claim for which such persons have sought indemnification from the Corporation shall affect the foregoing and the Third-Party Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such persons against the Corporation. The Corporation and each such person agree that the Third-Party Indemnitors are express third party beneficiaries of the terms of this Section 7.06.

Section 7.07. *Amendments.* Subject to the terms of the Stockholders Agreement, these Bylaws or any of them, may be altered, amended or repealed, or new Bylaws may be made, by a majority of the Board of Directors. Unless a higher percentage is required by the Certificate of Incorporation or the Stockholders Agreement as to any matter that is the subject of these Bylaws, all such amendments must be approved by the affirmative vote of the holders of not less than 66⅔% of the total voting power of all outstanding securities of the Corporation, generally entitled to vote in the election of directors, voting together as a single class, or by a majority of the Board of Directors.

EXHIBIT B

Exit Facility Term Sheet

Certain documents, or portions thereof, contained in this **Exhibit B** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit B** also reflects certain modifications from the Exit Facility Term Sheet included in Exhibit 1 to Exhibit A to the Debtors' motion authorizing entry into an engagement letter in connection with the Exit Facility that was filed with the Bankruptcy Court on November 23, 2016 [Docket No. 847]. Accordingly, a redline (changed pages only) reflecting such modifications is attached hereto as **Exhibit 1** to **Exhibit B**.

PRELIMINARY MEMORANDUM OF TERMS AND CONDITIONS
DATED DECEMBER 2, 2016 FOR
C&J ENERGY SERVICES, INC. ("C&J")

THIS IS A PROPOSAL ONLY, NOT A COMMITMENT

Borrower(s):	C&J Energy Services, Inc. and certain of its affiliates (collectively, the ("Borrower"). The ultimate "Borrower" shall be determined following legal review of the corporate structure, corporate formation and acquisition agreements.
Guarantor(s):	To include all existing and future material domestic subsidiaries of the Borrower.
Agent:	PNC Bank, National Association ("PNC" or "Agent").
Lender:	PNC Bank, National Association.
Purpose:	(i) Fund capital expenditures. (ii) Provide for on-going working capital needs. (iii) General corporate purposes.
Total Financing:	Up to $100,000,000 in senior secured financing.
Credit Facilities:	The following facility will be made available to the Borrower: Revolving Credit Facility: An up to $100,000,000 secured revolving credit facility (the **"**Revolving Credit Facility**"**), subject to the Borrowing Base set forth below.
Accordion Feature:	An uncommitted accordion of up to $70,000,000
Revolving Credit Availability:	Usage under the Revolving Credit Facility shall not exceed the sum of the following (the "Borrowing Base"): (a) Up to 85% of Eligible Accounts Receivable aged less than 60 days past due (not to exceed 90 days from invoice date), cross aged on the basis of 40% or more past due, plus (b) Up to 80% of Unbilled Accounts Receivables aged less than 30 days past date of service, plus

(c) The lesser of 50% of Net Book Value of Inventory or 65% of Net Orderly Liquidation of Inventory minus

(d) Applicable reserves.

Availability Block A $20,000,000 Availability Block will be in effect until the later of (i) delivery of Fiscal Year End 2017 audited financial statements and (ii) such time as company achieves a minimum Fixed Charge Coverage Ratio (including capex) of 1.1x for a trailing twelve month period.

Sub Limits.

1. Letters of Credit to be issued under the Revolving Credit Facility limited to $50,000,000.
2. Swingline loans to be extended under the Revolving Credit Facility limited to $10,000,000.
3. Eligible Unbilled Accounts Receivable limited to $20,000,000.
4. Eligible Inventory limited to $25,000,000.

All criteria for (a) eligible assets, including without limitation the definitions of Eligible Accounts Receivable and Eligible Inventory, (b) advance rates, and (c) applicable reserves and sublimits, shall be determined by Agent in its "Permitted Discretion" (to be defined in the documentation for the Revolving Credit Facility).

Maturity: Four (4) years from the closing date.

Interest Rates: The Revolving Credit Facility is subject to the following pricing grid:

Date	TTM Fixed Charge Coverage Ratio	Applicable LIBOR spread
Through 12/31/2017	N/A	L +400 bps
Receipt of FYE 12/31/17 Audit	<1.15x	L +400 bps
Receipt of FYE 12/31/2017 Audit	>1.15x	L+ 350 bps

Interest will be calculated on the daily outstandings on a 360 day year for the actual number of days elapsed and will be due monthly in arrears on the first business day of each month for Base Rate borrowings and on the last day of each interest period for LIBOR Rate borrowings.

The "Base Rate" shall mean, for any day, a fluctuating per annum rate of interest equal to the highest of (i) the interest rate per annum announced from time to time by the Agent at its Principal Office as its then prime rate, which rate may not be the lowest rate then being charged commercial

borrowers by the Agent, (ii) the Federal Funds Open Rate plus ½ of 1%, and (iii) the one month LIBOR rate plus 100 basis points (1%).

LIBOR Rate pricing will be adjusted for any statutory reserves.

The Borrower shall pay Letter of Credit fees equal to the applicable spread over LIBOR on the aggregate face amount of the Letters of Credit issued under the Revolving Credit Facility. In addition, the Borrower shall pay a Letter of Credit fronting fee of 0.125% per annum to PNC as the fronting bank, payable quarterly in arrears.

Default Rate: 2.00% over the applicable rate.

Collateral: The Credit Facility will be secured by the following, subject in each case to customary limitations and exclusions (collectively, the "Collateral"):

(i) first priority perfected security interest in all of the Borrower's present and future and wherever located accounts, general intangibles, contract rights, all rights to the payment of money, instruments, documents, chattel paper, inventory and machinery and equipment,

(ii) negative pledge on specific titled vehicles, furniture, fixtures, property and plant, licenses, trademarks, tradenames, patents, copyrights and other assets, and

(iii) first priority perfected security interest in 100% of the member or ownership interests of Borrower in its domestic subsidiaries, whether presently existing or subsequently formed or acquired, and to the extent no adverse tax consequences would result therefrom, a first priority lien on up to 65% of the Borrower's or any domestic subsidiary's existing or subsequently formed or acquired foreign subsidiaries.

Fee Structure:

Deposit Fee: $100,000 due and payable as promptly as practicable following the date hereof (taking into account court procedures relating to the bankruptcy case pending against the Borrower) of which the sum of $3,500.00 shall be applied as an underwriting/due diligence process fee. Such Deposit Fee shall be refundable to the Borrower (less reasonable and documented out-of-pocket costs and expenses incurred by PNC, including, without limitation, the underwriting/due diligence process fee and fees and disbursements of outside counsel (collectively, the "Expenses")) only in the event that the Lender does not approve this transaction substantially on the terms proposed herein. If PNC's Expenses exceed the amount of the

Deposit Fee, PNC reserves the right to require an increase in the amount of the Deposit Fee to cover such increased costs. In the event that the Borrower does not proceed with the Credit Facility if PNC does receive credit approval, requests Lender to cease seeking credit approval or accepts a commitment from, or otherwise proceeds with a similar financing transaction with another lender or financing source, the Deposit Fee will be deemed earned in its entirety.

Legal Deposit Fee: The Borrower agrees to have PNC instruct its outside counsel to prepare the documentation for the Credit Facility without PNC's issuance of a commitment letter. Borrower agrees that it will pay PNC a deposit for the legal fees and expenses of such outside counsel in the amount of $100,000 (the "Legal Deposit") as promptly as practicable following the date hereof (taking into account court procedures relating to the bankruptcy case pending against the Borrower). Any remaining amount of the Legal Deposit not applied to the fees and expenses described above will be applied to the Closing Fee at closing. The Borrower acknowledges that PNC's acceptance of the Legal Deposit does not in any way (a) constitute a commitment to lend or extend credit, or (b) affect the Borrower's unconditional expense reimbursement obligation set forth above, including without limitation, its obligation to reimburse PNC for any legal fees and expenses in excess of the aggregate of the Deposit Fee and the Legal Deposit.

Closing Fee: $2,250,000, equal to 2.25% of the Total Financing. The Deposit Fee, as set forth above and in the transmittal letter accompanying this proposal, and the Legal Deposit, less Expenses, shall be credited to the Closing Fee, which shall be payable on the closing date.

Facility Fee: If average utilization of the facility <50%, 100 bps and if average utilization of the facility is > 50%, 75bps. This fee shall be calculated on the basis of a 360 day year for the actual number of days elapsed and will be payable quarterly in arrears.

Collateral Monitoring Fee: $3,000 per month. Field examinations will be charged at PNC's applicable rate, which for examinations performed by PNC is currently an additional $1,000 per person-day, plus expenses and administrative fees. A maximum of 2 field exams per year, springing to 3 field exams per year if Excess Availability falls below 20% of the commitment or $20,000,000.

Collections and Remittances: All customers shall be directed to make remittances to a lockbox or blocked account approved and controlled by Agent. Springing dominon of funds once Excess Availability is less than 20% of the Borrowing Base availability after giving effect to Availability Block.. For the purpose of

crediting the Borrower's loan account and calculating interest, all items of payment shall be deemed applied by Agent one (1) business day following the business day of Agent's receipt thereof.

Early Termination Fee: 1.0% of the Total Financing if terminated on or before the first anniversary of the closing date; 0% thereafter.

Expenses: All reasonable and documented out-of-pocket expenses incurred by PNC or the Lender, including, without limitation, the Expenses, and reasonable and documented out-of-pocket legal, accounting, appraisal, audit, searches and the filing and recording of UCC filings and other security interests, and any other reasonable and documented out-of-pocket expenses in reference to structuring, documenting, closing, monitoring or enforcing the agreements shall be for the account of the Borrower and payable at closing and otherwise on demand.

Conditions Precedent to Effectiveness: Including, but not limited to, the following, with all documents to be satisfactory in form and substance to the Agent:

1. No material adverse change in the condition, financial or otherwise, operations, properties, assets or prospects of the Borrower.

2. No material threatened or pending litigation or material contingent obligations.

3. Execution of loan documentation and satisfactory legal review of all documentation.

4. Reserved.

5. Satisfactory asset-based field examination to be completed by examiners selected by Agent.

6. The exercise of commercially reasonable efforts to obtain any landlord's waivers reasonably required by the Agent.

7. Evidence that all actions necessary or, in the opinion of the Agent, desirable, to perfect and protect the security interests of the Lender have been taken.

8. The Borrower will have minimum liquidity (defined as excess revolving credit availability and cash on hand) of at least

$175,000,000 at closing, after Fees, expenses, advances made at closing, and subtraction of trade payables 60 days or more past due. Such availability to be evidenced by a Borrowing Base Certificate for the Revolving Credit Facility, satisfactory to the Agent and the Lender.

9. Satisfactory review by the Agent, in its sole discretion, of all material contracts including, but not limited to, vendor supply agreements.

10. Evidence that Borrower is in compliance with all pertinent Federal, State, and local regulations including, but not limited to, those with respect to EPA, OSHA and ERISA.

11. Receipt and satisfactory review of monthly and annual financial projections demonstrating the ability to service the proposed financing.

12. Evidence of cancellation of all commitments from, repayment in full of all indebtedness to, and termination of all existing liens in favor of C&J's existing debtor-in-possession lenders, including delivery of a letter confirming the termination if requested by the Agent.

13. Delivery of evidence of insurance coverage satisfactory to Agent, and a lender's loss payee endorsement, naming the Agent as loss payee or an additional insured, as applicable.

14. Confirmation of C&J's plan to exit Chapter 11 bankruptcy protection including but not limited to a successful rights offering resulting in minimum gross proceeds to C&J of $190,000,000.

15. Satisfactory receipt and review of Eligible Inventory appraisal by appraiser satisfactory to Agent.

Conditions Precedent to Extensions of Credit:

Limited to the following:

1. Accuracy of the representations and warranties contained in the documentation for the Revolving Credit Facility in all material respects (but in all respects if such representation or warranty is qualified by "material" or "material adverse effect"), including the representation that no material adverse effect shall have occurred since the closing date.

2. Absence of a default or event of default.

3. Delivery of relevant borrowing notices or letter of credit requests, as applicable; and subject to maximum borrowing thresholds.

Covenants:

Usual and customary covenants including but not limited to maintenance of corporate existence, payment on indebtedness and taxes when due, financial reporting requirements (to include annual audited financial statements of the Borrower, quarterly financial statements for the first three fiscal quarters of each fiscal year, monthly accounts receivable and accounts payable agings, monthly inventory listings, and monthly Borrowing Base certificates (springing to weekly Borrowing Base Certificates if Excess Availability is less than 20% of the Borrowing Base)), delivery of certificate of non-default, limitation on dividends and stock repurchases, limitation on capital expenditures, limitation on other liens or guarantees, limitation on change of control, no change in nature of business, limitations on mergers or acquisitions, no change in fiscal year, no additional subsidiaries, limitation on sale of assets.

Customary restrictions for a transaction of this type and size on investments, restricted payments and capital expenditures, provided that the Borrower and its subsidiaries will be permitted to make unlimited investments, restricted payments and capital expenditures subject to (i) no Event of Default and (ii) either *pro forma* Fixed Charge Coverage Ratio of 1.0x or $100,000,000 of liquidity after giving effect to payments.

A covenant limiting outside debt will be further governed by an agreement allowing Agent to perfect on assets under Negative Pledge once outside debt exceeds $10,000,000.

The covenant limiting capital expenditures will include an annual dollar basket to be agreed, and will allow the amounts under such dollar basket to be carried-forward in respect of subsequent fiscal years.

Minimum liquidity covenant of $[100,000,000] through 08/31/17 stepping down to a Minimum liquidity covenant of $[50,000,000] from 9/1/2017-12/31/2017. Subsequent to 12/31/17 a springing fixed charge coverage test of 1.0 times, defined as EBITDA less non-financed capital expenditures and cash taxes paid divided by the sum of interest and principal on all indebtedness and dividends paid to shareholders if liquidity falls below $[40,000,000].[1] The springing fixed charge covenant will be tested monthly beginning with month of liquidity violation building to a twelve month rolling fixed charge test. Test will remain in effect throughout the balance of the facility term.

In addition, if Borrower at any time fails to maintain liquidity of at least $[40,000,000], Agent may conduct such additional appraisals (whether as to Real Property, Inventory or Equipment (and including machinery)) as Agent may determine, at any time

The documentation for the Revolving Credit Facility will contain a customary equity cure right.

Representations and Warranties: Borrower will make such representations and warranties as may be appropriate in Agent's reasonable judgment in light of the proposed transaction and the general circumstances of the Borrower.

Events of Default: Events of default limited to the following (and subject to customary exceptions and grace periods to be agreed):

1) Any non-payment when due of interest and/or principal of any advance, loan or drawing under the Credit Facility, or any fee thereunder. Payment defaults to include violation of the Borrowing Base.

2) Any breach in any material respect of any representation or warranty when made.

3) Any violation in any respect of any affirmative or negative covenant.

4) Any of the security interest or liens granted by the Collateral Documents ceases to be valid, binding and enforceable first priority security interest.

5) Any default related to other material indebtedness by the Borrower which has continued beyond the grace period or for a period of time sufficient to permit the acceleration of such indebtedness.

[1] NTD: Financial covenant is subject to further discussion upon completion of Borrower model.

6) Any bankruptcy, insolvency, reorganization, attachment, receivership or similar proceeding shall be instituted by or against the Borrower or any Guarantor.

7) Any judgment or judgments in the aggregate for the payment of money in excess of $5,000,000 shall be rendered against the Borrower and such judgment or judgments shall be unsatisfied, unvacated or unstayed for a period of 60 days, unless and the Borrower establishes appropriate reserves under GAAP.

Governing Law: New York – submission by Borrower to New York jurisdiction.

EXHIBIT 1 to **EXHIBIT B**

Redline of Exit Facility Term Sheet

PRELIMINARY MEMORANDUM OF TERMS AND CONDITIONS
DATED ~~NOVEMBER~~DECEMBER 2~~1~~, 2016 FOR
C&J ENERGY SERVICES, INC. ("C&J")

THIS IS A PROPOSAL ONLY, NOT A COMMITMENT

Borrower(s):	C&J Energy Services, Inc. and certain of its affiliates (collectively, the ("Borrower"). The ultimate "Borrower" shall be determined following legal review of the corporate structure, corporate formation and acquisition agreements.
Guarantor(s):	To include all existing and future material domestic subsidiaries of the Borrower.
Agent:	PNC Bank, National Association ("PNC" or "Agent").
Lender:	PNC Bank, National Association.
Purpose:	(i) Fund capital expenditures. (ii) Provide for on-going working capital needs. (iii) General corporate purposes.
Total Financing:	Up to $100,000,000 in senior secured financing.
Credit Facilities:	The following facility will be made available to the Borrower: Revolving Credit Facility: An up to $100,000,000 secured revolving credit facility (the **"**Revolving Credit Facility**"**), subject to the Borrowing Base set forth below.
Accordion Feature:	An uncommitted accordion of up to $70,000,000
Revolving Credit Availability:	Usage under the Revolving Credit Facility shall not exceed the sum of the following (the "Borrowing Base"): (a) Up to 85% of Eligible Accounts Receivable aged less than 60 days past due (not to exceed 90 days from invoice date), cross aged on the basis of 40% or more past due, plus (b) Up to 80% of Unbilled Accounts Receivables aged less than 30 days past date of service, plus

$175,000,000~~, after giving effect to Availability Block,~~ at closing, after Fees, expenses, advances made at closing, and subtraction of trade payables 60 days or more past due. Such availability to be evidenced by a Borrowing Base Certificate for the Revolving Credit Facility, satisfactory to the Agent and the Lender.

9. Satisfactory review by the Agent, in its sole discretion, of all material contracts including, but not limited to, vendor supply agreements.

10. Evidence that Borrower is in compliance with all pertinent Federal, State, and local regulations including, but not limited to, those with respect to EPA, OSHA and ERISA.

11. Receipt and satisfactory review of monthly and annual financial projections demonstrating the ability to service the proposed financing.

12. Evidence of cancellation of all commitments from, repayment in full of all indebtedness to, and termination of all existing liens in favor of C&J's existing debtor-in-possession lenders, including delivery of a letter confirming the termination if requested by the Agent.

13. Delivery of evidence of insurance coverage satisfactory to Agent, and a lender's loss payee endorsement, naming the Agent as loss payee or an additional insured, as applicable.

14. Confirmation of C&J's plan to exit Chapter 11 bankruptcy protection including but not limited to a successful rights offering resulting in minimum gross proceeds to C&J of $190,000,000.

15. Satisfactory receipt and review of Eligible Inventory appraisal by appraiser satisfactory to Agent.

Conditions Precedent to Extensions of Credit: Limited to the following:

1. Accuracy of the representations and warranties contained in the documentation for the Revolving Credit Facility in all material respects (but in all respects if such representation or warranty is qualified by "material" or "material adverse effect"), including the representation that no material adverse effect shall have occurred since the ~~Closing Date~~closing date.

2. Absence of a default or event of default.

3. Delivery of relevant borrowing notices or letter of credit requests, as applicable; and subject to maximum borrowing thresholds.

Covenants: Usual and customary covenants including but not limited to maintenance of corporate existence, payment on indebtedness and taxes when due, financial reporting requirements (to include annual audited financial statements of the Borrower, quarterly financial statements for the first three fiscal quarters of each fiscal year, monthly accounts receivable and accounts payable agings, monthly inventory listings, and monthly Borrowing Base certificates (springing to weekly Borrowing Base Certificates if Excess Availability is less than 20% of the Borrowing Base)), delivery of certificate of non-default, limitation on dividends and stock repurchases, limitation on capital expenditures, limitation on other liens or guarantees, limitation on change of control, no change in nature of business, limitations on mergers or acquisitions, no change in fiscal year, no additional subsidiaries, limitation on sale of assets.

Customary restrictions for a transaction of this type and size on investments, restricted payments and capital expenditures, provided that the Borrower and its subsidiaries will be permitted to make unlimited investments, restricted payments and capital expenditures subject to (i) no Event of Default and (ii) either *pro forma* Fixed Charge Coverage Ratio of 1.0x or $100,000,000 of liquidity after giving effect to payments.

A covenant limiting outside debt will be further governed by an agreement allowing Agent to perfect on assets under Negative Pledge once outside debt exceeds $10,000,000.

The covenant limiting capital expenditures will include an annual dollar basket to be agreed, and will allow the amounts under such dollar basket to be carried-forward in respect of subsequent fiscal years.

~~Financial covenants will be based on a minimum~~Minimum liquidity covenant of $[100,000,000] through ~~12/31/17~~08/31/17 stepping down to a Minimum liquidity covenant of $[50,000,000] from 9/1/2017-12/31/2017. Subsequent to 12/31/~~20~~17~~,~~ a springing fixed charge coverage test of 1.0 times, defined as EBITDA less non-financed capital expenditures and cash taxes paid divided by the sum of interest and principal on all indebtedness and dividends paid to shareholders if liquidity falls below $[40,000,000].[1] The springing fixed charge covenant will be tested monthly beginning with month of liquidity violation building to a twelve month rolling fixed charge test. Test will remain in effect throughout the balance of the facility term.

In addition, if Borrower at any time fails to maintain liquidity of at least $[40,000,000], Agent may conduct such additional appraisals (whether as to Real Property, Inventory or Equipment (and including machinery)) as Agent may determine, at any time

The documentation for the Revolving Credit Facility will contain a customary equity cure right.

Representations and Warranties: Borrower will make such representations and warranties as may be appropriate in Agent's reasonable judgment in light of the proposed transaction and the general circumstances of the Borrower.

Events of Default: Events of default limited to the following (and subject to customary exceptions and grace periods to be agreed):

1) Any non-payment when due of interest and/or principal of any advance, loan or drawing under the Credit Facility, or any fee thereunder. Payment defaults to include violation of the Borrowing Base.

2) Any breach in any material respect of any representation or warranty when made.

3) Any violation in any respect of any affirmative or negative covenant.

4) Any of the security interest or liens granted by the Collateral Documents ceases to be valid, binding and enforceable first priority security interest.

[1] NTD: Financial covenant is subject to further discussion upon completion of Borrower model.

EXHIBIT C

Schedule of Rejected Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code and subject to the consent of the Required Supporting Creditors, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Assumed Executory Contracts and Unexpired Leases (and any amendments thereto); (3) are the subject of a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; (4) are subject to a motion to assume an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such assumption is after the Effective Date; or (5) are the subject of Article IV.O of the Plan. For the avoidance of doubt, the Debtors shall seek to assume or reject Executory Contracts and Unexpired Leases in consultation with the Supporting Creditors and with the consent (such consent not to be unreasonably withheld) of the Required Supporting Creditors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute a Bankruptcy Order approving the assumptions or rejections of the Executory Contracts and Unexpired Leases set forth in the Plan, this Schedule of Rejected Executory Contracts and Unexpired Leases, or the Schedule of Assumed Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to Article V.A. of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement this Schedule of Rejected Executory Contracts and Unexpired Leases and the Schedule of Assumed Executory Contracts and Unexpired Leases at any time through and including 45 days after the Effective Date.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within 30 days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Effective Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the**

rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article II.B.5 of the Plan.

To the extent that any dispute with respect to the amount of any payments to cure any default with respect to any Executory Contract and Unexpired Lease to be assumed pursuant to the Plan is resolved or determined, including by entry of an order by the Bankruptcy Court, in a manner that is not acceptable to the Debtors or Reorganized Debtors, as applicable, the Debtors or Reorganized Debtors, as applicable, may reject the applicable Executory Contract or Unexpired Lease within 20 days after such resolution or determination by filing and serving upon the counterparty to such Executory Contract or Unexpired Lease a notice of rejection. Upon service of such notice of rejection, such Executory Contract or Unexpired Lease shall be deemed to be rejected without the need for further action or an order from the Bankruptcy Court, and such counterparty may thereafter file a proof of claim in the manner set forth in Article V.C. of the Plan.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on this Schedule of Rejected Executory Contracts and Unexpired Leases or the Schedule of Assumed Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is, or is not, in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

For the avoidance of doubt, subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
210	CJ Holding Co.	ADP	Project Change Request	4/1/15
212	CJ Holding Co.	ADP COMPREHENSIVE OUTSOURCING SERVICES	Pricing Appendix	
213	CJ Holding Co.	ADP COMPREHENSIVE OUTSOURCING SERVICES	Pricing Appendix/Service And Fee Schedule	
218	C&J Well Services Inc.	ADT SECURITY SERVICES, INC.	Rider For Additional Equipment And/Or Services	3/21/10
241	C&J Well Services Inc.	AGRE-EMPRESA, INC.	Nabors Corporate Services, Inc Agreement Summary	8/15/07
5646	Blue Ribbon Technology Inc.	ALLIED PETROCHEMICAL, LLC	MUTUAL CONFIDENTIALITY AGREEMENT	4/25/13
276	C&J Spec-Rent Services, Inc.	AMEGY BANK NATIONAL ASSOCIATION	Subordination Agreement	2/27/15
280	Total E&S, Inc.	AMERICAN CLEAN ENERGY SYSTEMS, INC.	Non-Exclusive Sub-Distributor Agreement	12/31/14
281	Blue Ribbon Technology Inc.	AMERICAN CLEANING SYSTEMS, INC.	Rental Agreement	
333	C&J Energy Services, Inc.	ARABIAN EXHIBITION MANAGEMENT WLL	20Th Middle East Oil & Gas Show And Conference	7/31/15
346	C&J Spec-Rent Services, Inc.	AREPET INDUSTRIES LLC	Sand Purchase Agreement	6/1/11
357	C&J Well Services Inc.	Armstrong Water Solutions, Inc.	Water Service Account Agreement	3/27/12
358	C&J Well Services Inc.	ARNOLD OIL PROPERTIES LLC	Assignment Of Interest - Master Service Agreement	12/8/06
359	C&J Spec-Rent Services, Inc.	Arnold Oil Properties, LLC	Master Service Contract	10/31/07
5407	CJ Holding Co.	ASCENDE INC	Proposal For Global Solutions Consulting Services	2/27/15
443	C&J Spec-Rent Services, Inc.	BAKER RECEIVABLES SOLUTIONS	Collection Master Service Agreement	
598	C&J Spec-Rent Services, Inc.	BBLP, L.L.C.	Lease Agreement	1/29/15
599	C&J Well Services Inc.	BBRX FOUR LLC	Lease Extension Agreement No. 01 To Schedule No. 02	7/30/10
600	C&J Well Services Inc.	BBRX TWO LLC	Master Full Service Railcar Lease	5/16/11
601	C&J Well Services Inc.	BBRX TWO LLC	Schedule No. 02 To Master Full Service Railcar Lease	10/1/14
616	C&J Well Services Inc.	BENCHMARK ENERGY PRODUCTS, LLC	Master Service Agreement	9/11/14
627	C&J Spec-Rent Services, Inc.	BETH BARTON	Consulating Services Agreement	4/15/14
5652	Blue Ribbon Technology Inc.	BIOTECHNOLOGY SOLUTIONS USA, LLC	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	11/11/13
5427	C&J Spec-Rent Services, Inc.	BOB KISER	Independent Contractor/Consulting Agreement	5/18/16
672	C&J Well Services Inc.	BOC GASES DIVISION OF	Product Agreement	6/4/04
737	C&J Well Services Inc.	C&J ENERGY PRODUCTION SERVICES - CANADA LTD.	Lease Agreement	7/1/16
739	C&J Well Services Inc.	C&J ENERGY SERVICES LTD.	Amended And Restated Lease Agreement -V2	7/1/15
5429	C&J Spec-Rent Services, Inc.	CADE ANTHONY	Independent Contractor/Consulting Agreement	7/26/16
768	Blue Ribbon Technology Inc.	CALUMET LUBRICANTS CO.	Letter Agreement Between C&J Energy Services And Calumet	10/27/15
769	C&J Spec-Rent Services, Inc.	CALUMET LUBRICANTS CO.	Letter Agreement Between C&J Energy Services And Calumet	10/27/15
770	C&J Well Services Inc.	CALUMET LUBRICANTS CO.	Letter Agreement Between C&J Energy Services And Calumet	10/27/15
771	C&J Energy Services Ltd.	Calumet Specialty Products Partners, L.P.	Affiliate Guaranty Agreement	10/27/15
777	C&J Well Services Inc.	CANRIG DRILLING TECHNOLOGY	Rigwatch Drilling Monitoring & Management Services Proposal For Nabors Well Services Co. For All Tubing Units	11/2/11
786	Blue Ribbon Technology Inc.	Capital Star Oil & Gas, Inc.	Master Service Agreement	8/1/14
789	C&J Energy Services, Inc.	CAREERBUILDER, LLC	Careerbuilder Order Form	10/21/15
790	CJ Holding Co.	CAREERBUILDER, LLC.	Master Services Agreement	10/14/15
5648	Blue Ribbon Technology Inc.	CARGILL, INCORPORATED	MUTUAL CONFIDENTIALITY AGREEMENT	8/14/13
828	C&J Energy Services, Inc.	Cheetah	Rate Sheet Pursuant To Master Services Agreement	
829	C&J Well Services Inc.	CHEETAH	Rate Sheet Pursuant To Master Service Agreement	12/7/10

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
5561	CJ Holding Co.	Chemex Chemicals Inc	Non-Standard Agreement	
5645	Blue Ribbon Technology Inc.	CHEMQUEST CHEMCIALS	MUTUAL CONFIDENTIALITY AGREEMENT	2/18/14
5653	Blue Ribbon Technology Inc.	CHEMQUEST CHEMICALS	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	2/25/15
877	C&J Well Services Inc.	CHUBB INSURANCE COMPANY OF CANADA	Voluntary Accident Insurance Program	1/1/15
5578	CJ Holding Co.	CIG Group LLC	Vendor Agreement	
5579	CJ Holding Co.	CIG Logistics	Price and Transloading Terms Agreement	
1036	Total E&S, Inc.	CRANE WORKS	Master Sales And Services Agreement	
1037	C&J Spec-Rent Services, Inc.	CRANEWORKS SYSTEMS, INC.	Rental Agreement	4/22/13
1045	C&J Spec-Rent Services, Inc.	CREATIVE LODGING SOLUTION LLC	Letter Of Agreement	1/7/13
5641	Blue Ribbon Technology Inc.	CST PERFORMANCE PRODUCTS CORP.	CONFIDENTIALITY AGREEMENT	7/2/13
1093	C&J Well Services Inc.	DAKOTA TRANSLOAD, INC.	Transloading And Storage Services Agreement	6/18/12
1194	C&J Well Services Inc.	DRAGON PRODUCTS, LTD.	Consignment Inventory Agreement	7/16/12
1197	C&J Spec-Rent Services, Inc.	DRILLMAP INC.	Iron Mountain Escrow Account Setup	4/2/13
1201	C&J Spec-Rent Services, Inc.	DRILLMAP, INC.	Three-Party Escrow Service Agreement	5/25/13
5513	Tellus Oilfield Inc.	Employee 999009	Performance Incentive Plan	3/28/13
5300	CJ Holding Co.	Employee 999010	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5600	CJ Holding Co.	Employee 999010	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16
5355	CJ Holding Co.	Employee 999014	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5316	CJ Holding Co.	Employee 999026	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5317	CJ Holding Co.	Employee 999037	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5291	CJ Holding Co.	Employee 999050	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
1768	C&J Energy Services, Inc.	Employee 999058	Separation And Release Agreement	5/31/16
5303	CJ Holding Co.	Employee 999063	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5514	Tellus Oilfield Inc.	Employee 999065	Performance Incentive Plan	3/28/13
5944	CJ Holding Co.	Employee 999067	EMPLOYMENT AGREEMENT	6/9/12
5332	CJ Holding Co.	Employee 999067	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5515	Tellus Oilfield Inc.	Employee 999070	Performance Incentive Plan	3/28/13
5356	CJ Holding Co.	Employee 999072	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5516	Tellus Oilfield Inc.	Employee 999073	Performance Incentive Plan	3/28/13
5618	CJ Holding Co.	Employee 999078	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16
5309	CJ Holding Co.	Employee 999080	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5338	CJ Holding Co.	Employee 999082	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5620	CJ Holding Co.	Employee 999082	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16
5517	Tellus Oilfield Inc.	Employee 999083	Performance Incentive Plan	3/28/13
5335	CJ Holding Co.	Employee 999084	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5622	CJ Holding Co.	Employee 999084	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16
5518	Tellus Oilfield Inc.	Employee 999084	Performance Incentive Plan	3/28/13
5519	Tellus Oilfield Inc.	Employee 999089	Performance Incentive Plan	3/28/13
5626	CJ Holding Co.	Employee 999090	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16
5956	CJ Holding Co.	Employee 999095	Key Employee Contract	6/23/16
5294	CJ Holding Co.	Employee 999095	2016 Key Employee Incentive Plan Participation Agreement	5/5/16
5649	Blue Ribbon Technology Inc.	ENERGY AND ENVIRONMENTAL SERVICES	MUTUAL CONFIDENTIALITY AGREEMENT	8/17/12
5637	Blue Ribbon Technology Inc.	ERIC DAVIS	AGREEMENT: CONFIDENTIALITY AGREEMENT	9/24/12

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
1338	C&J Spec-Rent Services, Inc.	ESP Completion Technologies, LLC	Esp Completion Technologies, Llc	3/10/15
5349	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 1/20/2015	
5348	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 11/14/2014	
5347	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 11/11/2014	
5346	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 11/20/2014	
5345	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 10/8/2014	
5344	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 10/14/2014	
5343	C&J Energy Services, Inc.	FleetMaticcs USA LLC	Services Order Form dated 8/14/2014	
18	CJ Holding Co., et al.	Fleetmatics	Agreement and All Amendments	
5341	C&J Energy Services, Inc.	Fleetmatics	Services Order Form dated 4/16/2016	
5342	C&J Energy Services, Inc.	Fleetmatics	Services Order Form dated 8/14/2016	
5340	C&J Energy Services, Inc.	Fleetmatics	Services Order Form dated 4/2/2016	
5350	C&J Energy Services, Inc.	Fleetmatics	Services Order Form dated 1/28/2015	
1407	C&J Spec-Rent Services, Inc.	FLEX CAPITAL TRANSPORT, LLC	Master Service Agreement	12/20/13
1409	C&J Energy Services, Inc.	FLEXFRAC OILFIELD, LLC	Master Service Agreement	12/20/13
1411	C&J Energy Services, Inc.	FMC TECHNOLOGIES INC	Agreement For Satellite Services	3/18/13
1413	C&J Well Services Inc.	FMC TECHNOLOGIES, INC.	Master Service Agreement	8/1/08
1412	C&J Energy Services, Inc.	FMC TECHNOLOGIES, INC.	Agreement For Satellite Services	3/18/13
5818	C&J Spec-Rent Services, Inc.	Forum Energy Technologies, Inc.	Mutual Nondisclosure Agreement	5/21/13
1425	C&J Spec-Rent Services, Inc.	FRANCIS DRILLING FLUIDS, LTD	Agreement	12/1/10
5661	Blue Ribbon Technology Inc.	FRONTIER LOGISTICS, L.P.	MUTUAL NON-DISCLOSURE, NON-COMPETE AND NON-SOLICITATION AGREEMENT	9/28/12
1432	Blue Ribbon Technology Inc.	FRONTIER LOGISTICS, L.P.	Mutual Non-Disclosure, Non-Compete And Non-Solicitation Agreement	9/28/12
1434	C&J Spec-Rent Services, Inc.	FSTI, INC.	Fsti Purchase/Sale Agreement Hydrochloric Acid	8/25/16
1433	C&J Spec-Rent Services, Inc.	FSTI, INC.	Purchase/Sale Agreement	7/18/14
1463	Blue Ribbon Technology Inc.	GARCIA INDUSTRIES, L.L.C.	Standard Terms And Conditions Of Purchase	11/9/12
1464	Blue Ribbon Technology Inc.	GARCIA INDUSTRIES, LLC	Standard Terms And Conditions Of Purchase	11/9/12
5638	Blue Ribbon Technology Inc.	GARY HEDDEN	CONFIDENTIALITY AGREEMENT	1/24/13
5588	Blue Ribbon Technology Inc.	Gator Environmental & Rentals, Inc.	Rental Agreement	
1490	C&J Spec-Rent Services, Inc.	GE Capital	Image Management Plus Agreement	10/3/12
1489	C&J Spec-Rent Services, Inc.	GE CAPITAL	Image Management Plus Agreement	9/26/12
1521	CJ Holding Co.	GORMAN UNIFORM	Rental Agreement	4/16/14
1544	C&J Well Services Inc.	GREATWIDE CHEETAH	Rate Sheet Pursuant To Master Service Agreement	2/15/15
1545	C&J Well Services Inc.	GREATWIDE CHEETAH TRANSPORATION	Master Service Agreement	7/19/12
1546	C&J Well Services Inc.	GREATWIDE CHEETAH TRANSPORTATION, LLC	Notice To Election To Terminate Rate Sheet	4/10/15
5351	C&J Spec-Rent Services, Inc.	Gulf Coast Repair and Machine Shop	Purchase Order	
1575	C&J Energy Services, Inc.	H & S TRANSPORTATION, LP	Master Service Agreement	4/1/13
1579	C&J Spec-Rent Services, Inc.	H&S TRANSPORTATION, LP	Confirmation Of Termination Letter	10/27/14
1581	C&J Spec-Rent Services, Inc.	HACIENDA LOGISTICS LLC	Expansion Notice For Additional Facilities And Furnishings	3/20/12
1585	C&J Spec-Rent Services, Inc.	HACIENDA LOGISTICS, LLC	First Amendment To Lease Agreement	2/1/12
1584	C&J Spec-Rent Services, Inc.	HACIENDA LOGISTICS, LLC	Lease Agreement	12/13/11
1583	C&J Spec-Rent Services, Inc.	Hacienda Logistics, LLC	Lease Agreement	12/13/11
1582	C&J Spec-Rent Services, Inc.	HACIENDA LOGISTICS, LLC	Letter Regarding Renewal Notice	3/1/13

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
1586	C&J Spec-Rent Services, Inc.	HACIENDA LOGISTICS, LLC.	Expansion Of Facilities	12/13/11
1594	C&J Well Services Inc.	HALLIBURTON ENERGY SERVICES, INC.	Agreement For Temporary Movement	8/8/15
1636	Total E&S, Inc.	HL JACKSON AND ASSOCIATES	Non-Exclusive Sub-Distributor Agreement	12/31/14
1644	C&J Well Services Inc.	HORSEHEADS SAND & TRANSLOADING TERMINAL, LLC	Transloading And Storage Services Agreement	5/24/12
1662	C&J Spec-Rent Services, Inc.	HUNTSMAN PETROCHEMICAL LLC	Guaranty	9/29/14
5656	Blue Ribbon Technology Inc.	HYDROCOLLOID SOLUTIONS, LLC	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	6/23/14
1696	Total E&S, Inc.	Integrated Distribution Systems LP, d/b/a Wajax Power Systems, LP	Distributor Agreement	7/30/15
1710	C&J Well Services Inc.	J&M TANK LINES	Rate Sheet Pursuant To Master Services Agreement	7/15/13
1715	C&J Well Services Inc.	J&M TANK LINES, INC.	Notice Of Election To Terminate Rate Sheet	4/10/15
1714	C&J Well Services Inc.	J&M TANK LINES, INC.	Master Service Agreement	7/9/13
1713	C&J Spec-Rent Services, Inc.	J&M TANK LINES, INC.	Rate Sheet Pursuant To Master Services Agreement	10/28/14
1712	C&J Spec-Rent Services, Inc.	J&M TANK LINES, INC.	Notice Of Election To Terminate Rate Sheet	3/10/15
1711	C&J Spec-Rent Services, Inc.	J&M TANK LINES, INC.	Amendment No. To Rate Sheet Pursuant To Master Services Agreement	11/14/14
1722	C&J Spec-Rent Services, Inc.	J+M TANK LINES, INC.	Master Service Agreement	10/27/14
1723	C&J Energy Services, Inc.	J7 TRUCKING, LLC	Master Service Agreement	4/1/13
1796	Total E&S, Inc.	KEITH AYERS	Signature Page Of An Agreement	10/30/15
1797	C&J Well Services Inc.	KELLY CLEANING SUPPLIES INC	Agreement	
5553	CJ Holding Co.	Kleinfelder Central Inc.	MSA	
5438	C&J Spec-Rent Services, Inc.	KLEINFELDER CENTRAL, INC.	Consulting Agreement	12/20/13
5654	Blue Ribbon Technology Inc.	KMP HOLDINGS, LLC DBA FRAC CHEM	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	3/25/15
1826	CJ Holding Co.	KNOVEL CORPORATION	Knovel Subscription Agreement	8/26/13
1827	C&J Spec-Rent Services, Inc.	KNOVEL CORPORATON	Knovel Subscription Agreement	8/6/13
5651	Blue Ribbon Technology Inc.	KRATON POLYMERS LLC	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	10/30/15
1840	C&J Well Services Inc.	L & R Tank Trucks, Inc., a Texas Corporation	Assignment/Assumption Lease	3/11/14
1841	C&J Well Services Inc.	L& R Tank Trucks, Inc., Texas Corporation	Assignment & Assumption Of Lease	3/11/14
1843	C&J Well Services Inc.	L&R TANK TRUCKS, INC.	Assignment & Assumption Of Lease	8/16/16
1893	CJ Holding Co.	LINKEDIN CORPORATION	Order Form For C&J Energy Services, Inc.	10/13/15
5659	Blue Ribbon Technology Inc.	LUBRIZOL CORPORATION	MUTUAL NON-DISCLOSURE AGREEMENT	6/11/13
5660	Blue Ribbon Technology Inc.	LUBRIZOL CORPORATION	MUTUAL NON-DISCLOSURE AGREEMENT	9/5/13
1942	C&J Well Services Inc.	MAGNABLEND, INC.	Master Service Agreement	8/30/13
1985	Blue Ribbon Technology Inc.	MASON CHEMICAL COMPANY	Supplemental Registration And Distribution Agreement	9/19/14
2016	C&J Well Services Inc.	MENCAR LLC	Master Service Agreement	8/4/14
2015	C&J Well Services Inc.	MENCAR LLC	Notice Of Election To Terminate Rate Sheet Pursuant To Master Services Agreement	4/10/15
2017	C&J Well Services Inc.	MENCAR, LLC	Rate Sheet Pursuant To Master Services Agreement	2/26/15
2023	C&J Energy Services, Inc.	Merrill Lynch, Pierce, Fenner & Smith Inc	Master Plan Services Agreement	11/27/13
2024	C&J Energy Services, Inc.	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED	Integrated Plan Services Legal Documents	11/27/13
2036	Total E&S, Inc.	MFG.com	Partnership Agreement	2/18/16
5657	Blue Ribbon Technology Inc.	MJ RESEARCH AND DEVELOPMENT, LP	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	6/26/15
2061	C&J Spec-Rent Services, Inc.	MKP ENTERPRISES, LLC	Purchase Order No. 1	8/18/14

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
2062	C&J Spec-Rent Services, Inc.	MKP ENTERPRISES, LLC DBA DOUBLE M TRUCKING	Master Service Agreement	8/18/14
2063	C&J Spec-Rent Services, Inc.	MKP ENTERPRISES, LLC DBA DOUBLE M TRUCKING	Notice Of Election To Terminate Purchase Order No. 1	10/28/14
5535	C&J Energy Services, Inc.	MODSPACE	Lease Agreement	7/30/13
5534	C&J Corporate Services (Bermuda) Ltd.	MODULAR SPACE CORP	Equipment Lease Agreement No. 1004274	5/28/13
2077	C&J Well Services Inc.	MODULAR SPACE CORPORATION	Lease Agreement No. 153238	3/1/12
2076	C&J Well Services Inc.	MODULAR SPACE CORPORATION	Lease Agreement No. 153228	3/1/12
5917	CJ Holding Co.	Moody's Investor Service	Corporate Issuer's Credit Rating	8/14/14
5798	Total E&S, Inc.	Moore Recycling	FRONT LOAD PAPER RETRIEVER RECYCLE SERVICE BID	9/11/15
2086	Total E&S, Inc.	MOORE RECYCLING LLC	Recycle Service Agreement	10/22/14
5819	C&J Energy Services, Inc.	Morgan Stanley & Co. LLC.	Engagement Letter and Indemnity Agreement	11/26/14
2095	C&J Spec-Rent Services, Inc.	MTU AMERICA INC.	Guaranty	2/6/15
5915	C&J Well Services Inc.	NMHG Financial Services	Equipment Schedule No. 003	11/12/08
5663	Blue Ribbon Technology Inc.	ONA POLYMERS, LLC	NON-DISCLOSURE AGREEMENT	8/20/14
5556	Blue Ribbon Technology Inc.	Pioneer Waste Services	Equipment Lease Agreement	5/1/14
2454	C&J Spec-Rent Services, Inc.	Pitney Bowes	Value Business Bundle Terms & Conditions	
2460	C&J Well Services Inc.	Pitney Bowes	Value Business Bundle Terms And Conditions	2/6/13
2461	C&J Well Services Inc.	Pitney Bowes	Lease Agreement	11/22/13
2459	C&J Well Services Inc.	Pitney Bowes	Pitney Bowes Ez Lease	4/9/14
2456	C&J Well Services Inc.	Pitney Bowes	Ez Lease	12/30/13
2458	C&J Well Services Inc.	Pitney Bowes	Ez Lease Plus	2/15/13
2504	Total E&S, Inc.	PPG INDUSTRIES, INC.	Commercial Coatings Agreement	11/11/14
2508	C&J Well Services Inc.	PRAIRIE TRANSPORTATION, INC.	Transloading Services Agreement	3/27/14
5650	Blue Ribbon Technology Inc.	PRECISION ADDITIVES, INC.	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	10/30/13
5554	CJ Holding Co.	Premier Environmental Consulting	MSA	
5647	Blue Ribbon Technology Inc.	PRIME ECO GROUP, INC.	MUTUAL CONFIDENTIALITY AGREEMENT	6/10/14
2542	C&J Spec-Rent Services, Inc.	PROFORCE ENERGY SERVICES, LLC	Master Service Agreement	10/30/14
5570	C&J Well Services Inc.	PVS Chloralkali, Inc.	Vendor Agreement	
2563	C&J Spec-Rent Services, Inc.	R.K. BLACK, INC.	Leasing Agreement	3/27/14
2567	C&J Well Services Inc.	Rainbow Ceramics	Memorandum Of Understanding	2/28/12
2584	Blue Ribbon Technology Inc.	Ray Energy Solutions Private Limited.	Supply Agreement	12/15/12
2589	Total E&S, Inc.	REAL PRO MOD ASSOCIATION	Real Pro Mod Total Equipment And Service Sponsorship Agreemente	5/30/14
2638	C&J Spec-Rent Services, Inc.	RICOH AMERICAS CORPORATION	Order Agreement	3/26/12
2644	C&J Spec-Rent Services, Inc.	Ricoh USA, Inc.	Image Management Plus Agreement	10/3/12
2666	C&J Spec-Rent Services, Inc.	ROADRUNNER EQUIPMENT COMPANY	Rental Agreement	2/23/12
2701	C&J Spec-Rent Services, Inc.	ROYWELL SERVICES INC.	Master Service Agreement	3/6/14
2702	C&J Spec-Rent Services, Inc.	Roywell Services, Inc.	Master Services Agreement	7/29/14
5634	Blue Ribbon Technology Inc.	RUPAL VENUGOPAL	AGREEMENT: CONFIDENTIALITY AGREEMENT	1/17/13
2724	C&J Well Services Inc.	S.A.R.S. TRUCKING LTD.	Notice Of Election To Terminate Rate Sheet	4/10/15
2750	C&J Spec-Rent Services, Inc.	SANTROL PROPPANTS	Letter -Notification Of Rate Increase	12/20/13
2764	C&J Well Services Inc.	SARS TRUCKING LTD	Rate Sheet Pursuant To Master Services Agreement	3/21/14
2765	C&J Well Services Inc.	SARS TRUCKING LTD	Rate Sheet Pursuant To Master Services Agreement	

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
2766	C&J Well Services Inc.	SARS TRUCKING LTD	Master Service Agreement	3/24/14
2767	C&J Spec-Rent Services, Inc.	SASOL CHEMICALS NORTH AMERICA LLC	Guaranty	3/5/15
2768	CJ Holding Co.	SAVAGE SERVICE CORPORATION	Transportation Agreement	4/23/15
5644	Blue Ribbon Technology Inc.	SCOTT REYNOLDS	MUTUAL CONFIDENTIALITY AGREEMENT	12/7/12
5639	Blue Ribbon Technology Inc.	SEA LION TECHNOLOGY INC	CONFIDENTIALITY AGREEMENT	11/19/12
2781	Blue Ribbon Technology Inc.	SEA LION TECHNOLOGY, INC.	Master Toll Processing Agreement	7/19/13
2782	Blue Ribbon Technology Inc.	SEA LION TECHNOLOGY, INC.	Master Toll Processing Agreement	7/19/13
2786	C&J Energy Services, Inc.	Secap	Secap Finance Lease Agreement	9/17/15
2815	Blue Ribbon Technology Inc.	Sherri Gray Environmental Consulting	Retention And Confidentiality Agreement	2/24/14
5576	CJ Holding Co.	Sierra Country Trucking	Vendor Agreement	
5662	Blue Ribbon Technology Inc.	SKYE PETROLEUM, INC.	NON-DISCLOSURE AGREEMENT	5/31/13
5589	C&J Energy Services, Inc.	Spencer Ogden International	Agreement	
2888	C&J Energy Services, Inc.	SPIRIT TRUCK LINES, INC.	Master Service Agreement	4/1/13
2889	C&J Energy Services, Inc.	SPIRIT TRUCK SERVICES	Master Service Agreement Msa Us-13-009	12/1/13
2895	C&J Energy Services, Inc.	STANDARD & POOR'S RATING SERVICES	Engagement Letter	9/19/14
2897	C&J Well Services Inc.	STAR TEX GASOLINE & OIL DISTRIBUTORS, INC.	Notice Of Election To Terminate Rate Sheet	4/10/15
2898	C&J Well Services Inc.	STAR TEX GASOLINE & OIL DISTRIBUTORS, INC.	Master Service Agreement	9/18/14
2899	C&J Well Services Inc.	STAR TEX SAND AND VACUUM	Rate Sheet Pursuant To Master Services Agreement	1/14/15
2946	C&J Well Services Inc.	SUPERIOR LUBRICANTS TRANSPORT	Rate Sheet Pursuant To Master Agreement	2/25/14
2947	C&J Well Services Inc.	SUPERIOR LUBRICANTS TRANSPORT INC	Notice Of Election To Terminate Rate Sheet Pursuant To Master Services Agreement	4/10/15
2948	C&J Well Services Inc.	SUPERIOR LUBRICANTS TRANSPORT, INC.	Master Service Agreement	2/25/14
2949	C&J Spec-Rent Services, Inc.	SUPERIOR TRANSPORT	Purchase Order No. 1	8/11/14
2950	C&J Spec-Rent Services, Inc.	SUPERIOR TRANSPORT	Purchase Order No. 2	10/16/14
2951	C&J Spec-Rent Services, Inc.	SUPERIOR TRANSPORT	Master Service Agreement	8/1/14
2952	C&J Spec-Rent Services, Inc.	SUPERIOR TRANSPORT	Purchase Order No. 3	12/16/14
5916	Tiger Cased Hole Services Inc.	Symantec	Symantec.Cloud Services Agreement	9/2/11
2968	Blue Ribbon Technology Inc.	Synchro, LLC	Agreement For Design Services	1/9/13
5655	Blue Ribbon Technology Inc.	TAMINCO BVBA	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	6/18/15
2988	C&J Spec-Rent Services, Inc.	TECHNISAND, INC DBA SANTROL	Mutual Confidentiality And Non-Disclosure Agreement	8/26/14
2989	C&J Energy Services, Inc.	TECHNISAND, INC.	Supply Agreement	8/31/12
5852	C&J Energy Services, Inc.	TENARIS	First Amendment	11/1/13
5564	CJ Holding Co.	The Dow Chemical Company	Dow NDA	
5563	CJ Holding Co.	The Dow Chemical Company	BRT NDA	
5633	Blue Ribbon Technology Inc.	THE DOW CHEMICAL COMPANY	CONFIDENTIALITY AGREEMENT	6/12/13
5632	Blue Ribbon Technology Inc.	THE DOW CHEMICAL COMPANY	1ST AMENDMENT OF THE CONFIDENTIALITY AGREEMENT	5/7/15
3022	C&J Well Services Inc.	THE MANUFACTURERS LIFE INSURANCE COMPANY	Memorandum Of Agreement	1/1/15
5536	C&J Energy Production Services-Canada Ltd.	The Manufacturers Life Insurance Company	Group Benefits Policy	1/1/15
3061	C&J Spec-Rent Services, Inc.	THOMAS FUELS LUBRICANTS & CHEMICALS, INC.	Master Service Agreement	9/1/13
3062	C&J Energy Services, Inc.	Thomson Reuters	Order Form	

EXHIBIT C-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
3063	CJ Holding Co.	THOMSON REUTERS (MARKET) LLC	Order Form	11/7/11
3078	C&J Well Services Inc.	TITAN TRUCKS INC.	Rate Sheet Pursuant To Master Services Agreement	2/18/15
3081	C&J Well Services Inc.	TITAN TRUCKS, INC.	Master Service Agreement	5/30/14
3080	C&J Well Services Inc.	TITAN TRUCKS, INC.	Notice Of Election To Terminate Rate Sheet Pursuant To Master Services Agreement	4/10/15
3079	C&J Well Services Inc.	TITAN TRUCKS, INC.	Master Service Agreement	5/30/14
5640	Blue Ribbon Technology Inc.	TM CHEMICALS LIMITED PARTNERSHIP	CONFIDENTIALITY AGREEMENT	3/26/13
3090	C&J Spec-Rent Services, Inc.	Total E&S, Inc.	Guaranty	2/6/15
3101	C&J Well Services Inc.	TR INTERNATIONAL TRADING COMPANY	Third Amendment To Sales Agreement	11/11/15
3100	C&J Spec-Rent Services, Inc.	TR INTERNATIONAL TRADING COMPANY	Amendment To Sale Agreement	1/14/15
3099	C&J Spec-Rent Services, Inc.	TR INTERNATIONAL TRADING COMPANY	Sales Agreement	11/4/14
3098	C&J Spec-Rent Services, Inc.	TR INTERNATIONAL TRADING COMPANY	Sales Agreement	11/4/14
3097	C&J Spec-Rent Services, Inc.	TR INTERNATIONAL TRADING COMPANY	Sales Agreement	11/4/14
3096	C&J Spec-Rent Services, Inc.	TR INTERNATIONAL TRADING COMPANY	Amendment To Sales Agreement	1/14/15
3113	C&J Well Services Inc.	TRANSLOAD SOLUTIONS LLC	Transloading Services Agreement	8/30/13
3118	C&J Well Services Inc.	TRANSWOOD INC	Master Service Agreement 004-1031	4/19/11
3119	C&J Well Services Inc.	TRANSWOOD INC.	Notice Of Election To Terminate Rate Sheet	4/21/15
3120	C&J Well Services Inc.	TRANSWOOD, INC.	Rate Sheet Pursuant To Master Services Agreement	2/1/15
3133	ESP Completion Technologies LLC	TRIUS JANITORIAL SYSTEMS	Cleaning Contract Agreement	5/27/15
3134	ESP Completion Technologies LLC	TRIUS JANTORIAL SYSTEMS	Cleaning Contract Agreement	6/16/15
3151	KVS Transportation, Inc.	UNIFIRST CORPORATION	Customer Service Agreement	11/10/11
5642	Blue Ribbon Technology Inc.	VANTAGE SPECIALTIES, INC.	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	4/7/15
5658	Blue Ribbon Technology Inc.	VINMAR OVERSEAS LIMITED	MUTUAL CONFIDENTIALITY NON-DISCLOSURE AGREEMENT	6/4/14
3235	Blue Ribbon Technology Inc.	VITOL RESOURCES INC.	Master Service And Supply Agreement	10/22/14
3256	C&J Energy Services, Inc.	WASTE MANAGEMENT	Service Agreement -Non-Hazardous Waste-S0002933092	11/7/12
3257	C&J Well Services Inc.	WATCO TRANSLOADING LLC	First Amendment To Transload Service Agreement	11/1/14
3258	C&J Well Services Inc.	WATCO TRANSLOADING, LLC	Transload Service Agreement	10/24/11
5643	Blue Ribbon Technology Inc.	WATER MARK TECHNOLOGIES, INC.	MUTUAL CONFIDENTIALITY AGREEMENT	11/28/12
3301	C&J Energy Services, Inc.	WESTERN HORTICULTURAL SERVICES	Landscape Management Agreement	3/1/15
5557	Blue Ribbon Technology Inc.	Wildcat Environmental Services	Rental Contract 1	12/1/14
5558	Blue Ribbon Technology Inc.	Wildcat Environmental Services	Rental Contract 2	12/1/14
3360	C&J Spec-Rent Services, Inc.	Xerox	Lease Agreement	5/7/14

EXHIBIT C-2
CJ Holding Co., et al.,
List of Nabors Related Executory Contracts and Unexpired Leases to be REJECTED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date
2121	CJ Holding Co.	NABORS CORPORATE SERVICES, INC.	Project Services Agreement	2/17/15
5525	C&J Well Services Inc.	NABORS DRILLING CANADA LIMITED	Cash Flow Sharing Agreement	3/23/15
5923	C&J Energy Services Ltd. (f/k/a Nabors Red Lion Ltd)	NABORS INDUSTRIES LTD	Letter Agreement re Shortfall Liabilities under Sand Contracts	3/24/15
2146	C&J Well Services Inc.	NABORS INDUSTRIES LTD	Joinder To Agreement And Plan Of Merger	12/19/14
2147	C&J Well Services Inc.	NABORS INDUSTRIES LTD	Registration Rights Agreement	3/24/15
2149	C&J Spec-Rent Services, Inc.	NABORS INDUSTRIES LTD.	Agreement And Plan Of Merger	6/25/14
2154	CJ Holding Co.	NABORS INDUSTRIES LTD.	Transition Services Agreement	3/24/15
2155	C&J Spec-Rent Services, Inc.	NABORS INDUSTRIES LTD.	Transition Services Agreement	3/24/15
2806	C&J Spec-Rent Services, Inc.	SHEHTAH NABORS LP, MANAGEMENT LTD	Management Agreement	3/1/15

EXHIBIT D

Schedule of Assumed Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code and subject to the consent of the Required Supporting Creditors, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Schedule of Assumed Executory Contracts and Unexpired Leases (and any amendments thereto); (3) are the subject of a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; (4) are subject to a motion to assume an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such assumption is after the Effective Date; or (5) are the subject of Article IV.O of the Plan. For the avoidance of doubt, the Debtors shall seek to assume or reject Executory Contracts and Unexpired Leases in consultation with the Supporting Creditors and with the consent (such consent not to be unreasonably withheld) of the Required Supporting Creditors.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute a Bankruptcy Order approving the assumptions or rejections of the Executory Contracts and Unexpired Leases set forth in the Plan, the Schedule of Rejected Executory Contracts and Unexpired Leases, or this Schedule of Assumed Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to Article V.A of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases and this Schedule of Assumed Executory Contracts and Unexpired Leases at any time through and including 45 days after the Effective Date.

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. At least ten days prior to the Confirmation Hearing, the

Debtors shall provide for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors at least three days prior to the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

To the extent that any dispute with respect to the amount of any payments to cure any default with respect to any Executory Contract and Unexpired Lease to be assumed pursuant to the Plan is resolved or determined, including by entry of an order by the Bankruptcy Court, in a manner that is not acceptable to the Debtors or Reorganized Debtors, as applicable, the Debtors or Reorganized Debtors, as applicable, may reject the applicable Executory Contract or Unexpired Lease within 20 days after such resolution or determination by filing and serving upon the counterparty to such Executory Contract or Unexpired Lease a notice of rejection. Upon service of such notice of rejection, such Executory Contract or Unexpired Lease shall be deemed to be rejected without the need for further action or an order from the Bankruptcy Court, and such counterparty may thereafter file a proof of claim in the manner set forth in Article V.C. of the Plan.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or this Schedule of Assumed Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is, or is not, in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

For the avoidance of doubt, subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1	C&J Well Services Inc.	1804 OPERATING, LLC	Master Service Agreement	4/9/12	$ -
5	C&J Spec-Rent Services, Inc.	2S TRANSPORT LLC	Purchaser Order	10/23/14	$ -
4	C&J Spec-Rent Services, Inc.	2S TRANSPORT LLC	Master Service Agreement	10/27/14	$ -
3	C&J Spec-Rent Services, Inc.	2S TRANSPORT LLC	Acknowledgement Of Notice Of Election To Terminate Purchase Order No. 3		$ -
2	C&J Spec-Rent Services, Inc.	2S TRANSPORT LLC	Purchase Order No. 2 -Master Service Agreement Msa-Us-14-012	12/18/14	$ 20,421.00
6	C&J Well Services Inc.	2W PETROLEUM	Modified Version Of The Association Of Energy Service Companies Master Service Agreement	7/18/07	$ -
10	C&J Spec-Rent Services, Inc.	3E COMPANY ENVIRONMENTAL, ECOLOGICAL AND ENGINEERING	Master Agreement	3/30/15	$ -
9	C&J Spec-Rent Services, Inc.	3E COMPANY ENVIRONMENTAL, ECOLOGICAL AND ENGINEERING	Msdgen Subscription Addendum	3/30/15	$ -
8	C&J Spec-Rent Services, Inc.	3E COMPANY ENVIRONMENTAL, ECOLOGICAL AND ENGINEERING	Msdgen Subscription Addendum	3/30/15	$ -
7	C&J Spec-Rent Services, Inc.	3E Company Environmental, Ecological and Engineering	Master Agreement	3/30/15	$ -
11	C&J Spec-Rent Services, Inc.	3-M ENERGY CORPORATION	Master Service Agreement	6/28/13	$ -
179	C&J Well Services Inc.	3T EXPLORATION INC	Modified Version Of The Master Service Agreement	5/18/06	$ -
181	C&J Well Services Inc.	475 - 17TH STREET CO	Third Amendment Of Lease	2/21/12	$ -
182	CJ Holding Co.	475 17TH STREET CO, LP	Exhibit G - Agreement For Purchase And Sale Of Real Estate	12/8/15	$ -
183	C&J Well Services Inc.	475-17TH STREET CO.	Fourth Amendment Of Lease	11/7/12	$ -
185	C&J Well Services Inc.	475-17TH STREET, CO.	First Amendment Of Lease	2/28/06	$ -
184	C&J Well Services Inc.	475-17th Street, Co.	Office Building Lease	3/24/04	$ -
186	C&J Well Services Inc.	475-17TH STREET, CO. LP	Second Amendment Of Lease	12/2/08	$ -
187	C&J Well Services Inc.	4L OILFIELD SERVICES, LLC	Master Service Agreement	1/9/13	$ -
193	CJ Holding Co.	AAA COMFORT SUITES, LLC	Amendment To Residential Lease	2/18/16	$ -
194	C&J Spec-Rent Services, Inc.	AAA Comfort Suites, LLC	Residential Lease	12/18/14	$ -
195	C&J Spec-Rent Services, Inc.	ABA Energy Corporation	Master Service Agreement	4/10/15	$ -
196	C&J Spec-Rent Services, Inc.	ABACO OPERATING, LLC.	Master Service Agreement	8/12/08	$ -
197	CJ Holding Co.	ABARTA OIL & GAS CO., INC.	Master Well Servicing Contract	11/20/15	$ -
198	C&J Energy Services Ltd.	ABEL LAW GROUP LLP	Engagement Of Services	11/19/15	$ -
5544	C&J Spec-Rent Services, Inc.	ABEL LAW GROUP LLP	Engagement Of Services	11/18/15	$ -
201	C&J Spec-Rent Services, Inc.	ABRAXAS PETROLEUM CORPORATION	Master Service Agreement	4/3/14	$ -
202	C&J Well Services Inc.	Absolute Investments, Inc	Commercial Lease	3/31/11	$ -
203	C&J Spec-Rent Services, Inc.	ACACIA GAS SERVICES, L.P.	Master Service And Supply Agreement Offshore And Maritime	6/13/06	$ -
204	CJ Holding Co.	ACACIA NATURAL GAS CORP	Amendment #Iv To The Master Service & Supply Agreement,Onshore & Maritime	4/29/15	$ -
205	C&J Spec-Rent Services, Inc.	Acacia Natural Gas Corporation	Master Service And Supply Agreement Onshore And Maritime	3/9/05	$ -
206	C&J Spec-Rent Services, Inc.	ACORN PROPERTIES, INC.	Standard Industrial/Commercial Single-Tenant Lease-Net	6/1/14	$ -
207	C&J Spec-Rent Services, Inc.	Acorn Properties, Inc.	Addendum To Standard Industrial/Commercial Single-Tenant Lease-Net	5/30/14	$ -
208	C&J Spec-Rent Services, Inc.	Acorn Properties, Inc.	Air Commercial Real Estate Association	6/1/14	$ -
209	C&J Spec-Rent Services, Inc.	ACORN PROPERTIES,INC.	Addendum To Standard Single-Tenant Lease - Net	5/30/14	$ -
5493	C&J Spec-Rent Services, Inc.	ADAN MARTINEX III	Independent Contractor/Consulting Agreement	7/12/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
211	C&J Spec-Rent Services, Inc.	ADP CANADA COMPANY	Master Services Agreement	10/28/14	$ -
214	C&J Spec-Rent Services, Inc.	ADP LLC	First Amendment To Master Services Agreement	2/20/15	$ -
216	C&J Spec-Rent Services, Inc.	ADP, LLC.	National Accounts Master Services Agreement	9/12/14	$ -
217	Mobile Data Technologies Ltd.	ADT SECURITY SERVICES CANADA, INC.	Commercial Sales Proposal Agreement	1/18/12	$ -
219	C&J Spec-Rent Services, Inc.	ADVANCED CIRCUITS, INC.	Nonconfidentiality And Non-Disclosure Agreement	9/18/15	$ -
220	C&J Spec-Rent Services, Inc.	AEBC FT WORTH LLC	Executive Office License And Service Agreement	5/20/13	$ -
221	C&J Spec-Rent Services, Inc.	AEBC Ft. Worth, LLC	Renewal Of Executive Office License & Service Agreement		$ -
222	C&J Spec-Rent Services, Inc.	AEBC FT. WORTH, LLC	Amendment To Executive License And Service Agreement	11/20/13	$ -
240	KVS Transportation, Inc.	AERA ENERGY LLC	Outline Agreement # 4600006247 - Alt # 10	3/4/15	$ -
227	C&J Well Services Inc.	AERA ENERGY LLC	License Agreement	12/1/15	$ -
226	C&J Well Services Inc.	AERA ENERGY LLC	License Agreement	12/1/15	$ -
223	C&J Spec-Rent Services, Inc.	AERA ENERGY LLC	Contract Agreement	9/3/15	$ -
5572	CJ Holding Co.	Agland (First Choice)	Vendor Agreement		$ -
247	C&J Well Services Inc.	AIR PRODUCTS AND CHEMICALS, INC.	Product Supply Agreement	2/14/07	$ -
246	C&J Well Services Inc.	AIR PRODUCTS AND CHEMICALS, INC.	Amendment To Product Supply Agreement	11/27/09	$ -
5450	C&J Spec-Rent Services, Inc.	ALAMO ENVIRONMENTAL	Consulting Agreement	2/18/14	$ -
250	CJ Holding Co.	ALEGRE ENERGY INC	Amendment To Master Service Agreement	4/21/15	$ -
251	C&J Well Services Inc.	ALEGRE ENERGY OPERATING LP	Modified Aesc Master Service Agreement	5/6/05	$ -
252	C&J Energy Services, Inc.	Alert Logic, Inc	Threat Manager Services Subscription		$ 20,110.44
5530	KVS Transportation, Inc.	ALEX RIVERA	Independent Contractor Agreement	10/17/08	$ -
5473	C&J Spec-Rent Services, Inc.	ALICIA HERNANDEZ	Independent Contractor /Consulting Agreement	1/11/16	$ -
5474	C&J Spec-Rent Services, Inc.	Alicia Hernandez	Independent Contractor/Consulting Agreement	1/11/16	$ -
253	C&J Well Services Inc.	Alicia Holmes Sconiers	Certified Mail Return Receipt Requested	9/16/15	$ -
254	C&J Well Services Inc.	ALICIA HOLMES SCONIERS	First Amendment To Lease Contract	7/15/05	$ -
255	C&J Spec-Rent Services, Inc.	Alicia Holmes Sconiers	Lease Contract	1/1/95	$ -
257	C&J Well Services Inc.	ALICIA SCONIERS	Surface And Fresh Water Lease Agreement	6/25/10	$ -
256	C&J Well Services Inc.	Alicia Sconiers	Lease Agreement Completion	4/28/15	$ -
5380	CJ Holding Co.	ALIGN STRATEGIC PARTNERS	Temporary/Contract Staffing Agreement	1/5/16	$ -
5538	C&J Energy Services Ltd.	ALIXPARTNERS, LLP	Agreement For Financial Advisory And Consulting Services	6/21/16	$ -
263	C&J Well Services Inc.	Alley Industries	Amendment To Lease Agreement	11/5/15	$ -
262	C&J Well Services Inc.	ALLEY INDUSTRIES	Letter Re: Lease Agreement	9/16/13	$ -
261	C&J Well Services Inc.	ALLEY INDUSTRIES	Lease Agreement	2/23/12	$ -
260	C&J Well Services Inc.	ALLEY INDUSTRIES	Letter Re: Lease Agreement	11/8/10	$ -
259	C&J Well Services Inc.	Alley Industries	Recurring Payment Request	1/1/16	$ -
264	C&J Well Services Inc.	ALLEY INDUSTRIES	Lease Agreement	10/4/07	$ -
5722	C&J Well Services Inc.	Alley Industries	Lease Amendment		$ -
265	CJ Holding Co.	ALLIED INTERNATIONAL EMERGENCY, LLC	Master Service Agreement	6/20/16	$ 99,718.01
267	CJ Holding Co.	ALPHA SHALE RESOURCES, LP	Master Serivce Agreement	7/6/15	$ -
268	C&J Spec-Rent Services, Inc.	Alpha Shale Resources, LP	Master Service Agreement	8/7/14	$ -
269	C&J Spec-Rent Services, Inc.	ALTA MESA SERVICES, L.P.	Master Service Agreement	7/17/13	$ -
271	C&J Spec-Rent Services, Inc.	Altex Energy Corporation	Altex Energy Corporation Master Service Contract	12/8/09	$ -
272	C&J Spec-Rent Services, Inc.	ALTIUM INC	Quote Agreement	2/5/16	$ -
5807	Tellus Oilfield Inc.	ALTIUM INC		2/5/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
282	C&J Well Services Inc.	American Cometra, Inc	Master Service Agreement	5/1/94	$ -
283	C&J Well Services Inc.	AMERICAN ENERGY - UTICA, LLC	Master Service Agreement	8/7/14	$ -
284	C&J Spec-Rent Services, Inc.	American Energy - Permian Basin, LLC	American Energy Permian Basin Master Service Agreement	9/30/14	$ -
285	C&J Spec-Rent Services, Inc.	AMERICAN ENERGY - UTICA, LLC.	Master Service Agreement	5/5/14	$ -
286	C&J Spec-Rent Services, Inc.	AMERICAN ENERGY - WOODFORD, LLC.	Master Service Agreement	5/27/14	$ -
287	C&J Spec-Rent Services, Inc.	AMERICAN ENERGY-PERMIAN BASIN, LLC	Master Service Agreement	9/29/14	$ -
288	CJ Holding Co.	AMERICAN REALTY CAPITAL GLOBAL II OPERATING PARTNERSHIP, LP	Letter Agreement	2/21/13	$ -
290	CJ Holding Co.	AMERICAN REALTY CAPITAL GLOBAL TRUST, INC.	Letter Agreement	2/21/13	$ -
291	KVS Transportation, Inc.	AmeriPride Services Inc.	Service Agreement		$ 20,882.38
292	CJ Holding Co.	AMISTAD ENERGY SERVICES LLC	Master Services Agreement	2/2/16	$ -
293	CJ Holding Co.	Amrich Energy	Master Services Agreement	10/14/15	$ -
294	C&J Spec-Rent Services, Inc.	ANADARKO MINERALS, INC.	Master Service Agreement & Safety Agreement	2/3/12	$ -
297	C&J Well Services Inc.	ANADARKO PETROLEUM CORP	Workover Rig Services Blanket Order Amendment No. 1	2/22/16	$ -
296	C&J Spec-Rent Services, Inc.	ANADARKO PETROLEUM CORP	Workover Rig Services Blanket Order Amendment No. 1	2/22/16	$ -
295	CJ Holding Co.	ANADARKO PETROLEUM CORP	Workover Rig Services Blanket Order Amendment No. 1	2/22/16	$ -
298	C&J Well Services Inc.	ANADARKO PETROLEUM CORP	Blanket Order Amendment No. 1	4/15/15	$ -
299	CJ Holding Co.	ANADARKO PETROLEUM CORP	Letter/ Master Service Contract	11/24/15	$ -
300	C&J Well Services Inc.	ANADARKO PETROLEUM CORPORATION	Blanket Order	3/9/15	$ -
306	C&J Spec-Rent Services, Inc.	ANADARKO PETROLEUM CORPORATION	Master Service Agreement	2/16/07	$ -
305	C&J Spec-Rent Services, Inc.	ANADARKO PETROLEUM CORPORATION	Master Service Agreement	1/25/05	$ -
304	C&J Spec-Rent Services, Inc.	Anadarko Petroleum Corporation	Master Service Contract (Domestic)	11/20/08	$ -
303	CJ Holding Co.	ANADARKO PETROLEUM CORPORATION	Fourth Amendment	9/2/15	$ -
302	C&J Well Services Inc.	ANADARKO PETROLEUM CORPORATION	Blanket Order	3/29/16	$ -
301	C&J Well Services Inc.	ANADARKO PETROLEUM CORPORATION	Blanket Order Amendment No. 2	3/21/16	$ -
307	C&J Well Services Inc.	ANADARKO PETROLEUM CORPPORATION	Flowback & Saltwater Hauling & Disposal Services Blanket Order	2/16/07	$ -
308	CJ Holding Co.	ANDARKO PETROLEUM CORPORATION	Blanket Order Amendment No.1	5/1/15	$ -
309	C&J Well Services Inc.	ANDERSON EXPLORATION CO.,INC	Modified Version-Master Service Agreement	9/25/08	$ -
311	C&J Spec-Rent Services, Inc.	ANSCHUTZ EXPLORATION CORPORATION	Master Service Contract	9/30/09	$ -
310	CJ Holding Co.	ANSCHUTZ EXPLORATION CORPORATION	Master Service Agreement	7/15/16	$ -
312	CJ Holding Co.	ANSCHUTZ OIL COMPANY LLC	Master Service Agreement	7/15/16	$ -
315	CJ Holding Co.	ANSYS, Inc.	License Form	7/24/13	$ -
314	CJ Holding Co.	ANSYS, INC.	Software License Agreement	7/15/13	$ -
313	CJ Holding Co.	ANSYS, INC.	License Form	7/8/15	$ -
316	CJ Holding Co.	ANTERO RESOURCES CORP	Amendment To Master Services Agreement	11/11/15	$ -
317	C&J Spec-Rent Services, Inc.	ANTERO RESOURCES CORPORATION	Master Service Agreement	11/7/13	$ -
5744	C&J Spec-Rent Services, Inc.	Anthony P. McGrew	Continuation of Residential Lease		$ -
322	C&J Spec-Rent Services, Inc.	APACHE CORPORATION	Apache	5/22/14	$ -
323	C&J Spec-Rent Services, Inc.	Apache Corporation	Proposed Master Service Contract	3/5/03	$ -
324	C&J Spec-Rent Services, Inc.	APEX ENERGY (PA), LLC	Master Services Agreement	8/11/14	$ -
325	C&J Well Services Inc.	Apollo Energy Operating Company, LP	Modified Version Of The Association Of Energy Service Companies Master Service Agreement	4/12/07	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
326	C&J Spec-Rent Services, Inc.	APPALACHIA MIDSTREAM, LLC	Master Service And Supply Agreement	12/9/10	$ -
327	C&J Energy Services Ltd.	Appleby (Services) Bermuda Ltd.	Corporate Administration Services Agreement	1/1/16	$ -
328	C&J Spec-Rent Services, Inc.	APPLEBY MANAGEMENT (BERMUDA) LTD	Services Agreement	12/31/15	$ -
329	C&J Spec-Rent Services, Inc.	APPLEBY MANAGEMENT (BERMUDA) LTD.	Services Agreement	12/31/15	$ -
330	C&J Spec-Rent Services, Inc.	APPLEBY SERVICES (BERMUDA) LTD	Corporate Administration Services Agreement	3/30/15	$ -
331	C&J Corporate Services (Bermuda) Ltd.	APPLIED COMPUTER TECHNOLOGIES	Hardware Maintenance	1/1/16	$ -
332	C&J Spec-Rent Services, Inc.	APPROACH OPERATING, LLC	Master Service Contract	8/26/13	$ -
5565	CJ Holding Co.	Aquaserv	MSA and Commercial Terms		$ -
335	C&J Energy Services Ltd.	ARAMARK REFRESHMENT SERVICES, LLC	Addendum To Customer Relationship Agreement	6/1/12	$ -
336	C&J Energy Services Ltd.	ARAMARK REFRESHMENT SERVICES, LLC	Addendum To Customer Relationship Agreement		$ -
334	C&J Energy Services Ltd.	ARAMARK REFRESHMENT SERVICES, LLC	Addendum To Customer Relationship Agreement	7/18/12	$ -
337	C&J Energy Services Ltd.	ARAMARK REFRESHMENT SERVICES, LLC	Addendum To Customer Relationship Agreement		$ -
338	C&J Spec-Rent Services, Inc.	ARC CJHSNTX001	Assignment And Assumption Of Lease & Security Deposit	10/29/14	$ -
340	C&J Spec-Rent Services, Inc.	ARC CJHSNTX001, LLC	Special Warranty Deed - Westchase Green To Arc	10/25/14	$ -
339	CJ Holding Co.	ARC CJHSNTX001, LLC	Tenant Notification Letter	10/29/14	$ -
341	CJ Holding Co.	ARC CJHSNTX002, LLC	Letter Agreement	2/21/13	$ -
342	CJ Holding Co.	ARC CJHSNTX002, LLC.	Tenant Estoppel Certificate		$ -
344	C&J Spec-Rent Services, Inc.	Arentzen Partners LP	Lease For 100 Arentzen, Charleroi, Pa 15022	4/9/10	$ -
345	C&J Spec-Rent Services, Inc.	Arentzen Partners, LP	Lease Renewal	1/20/15	$ -
347	C&J Spec-Rent Services, Inc.	ARGENT ENERGY (US) HOLDINGS INC.	Master Service Agreement	8/23/12	$ -
348	C&J Energy Services, Inc.	Ariba Inc.	Order Form	6/29/15	$ -
349	C&J Energy Services, Inc.	Ariba, Inc	Ariba Cloud Services Order		$ -
350	C&J Energy Services, Inc.	Ariba, Inc	SAP Global Service and Support Agreement		$ -
353	C&J Energy Services, Inc.	ARIBA, INC.	Order Form For Ariba Cloud Services	7/31/14	$ -
352	C&J Energy Services, Inc.	ARIBA, INC.	Sap Global Service And Support Agreement	8/31/15	$ -
351	C&J Spec-Rent Services, Inc.	Ariba, Inc.	Order Form For Ariba Cloud Services	3/3/15	$ -
354	C&J Well Services Inc.	ARIES OPERATING L.P	Association Of Energy Service Companies	3/20/06	$ -
355	C&J Energy Services, Inc.	Arkadin USA Inc.	Service Agreement		$ 36,541.38
356	CJ Holding Co.	ARMSTRONG OIL, INC.	Contractor'S Standard Terms And Conditions	2/1/16	$ -
360	CJ Holding Co.	ARP BARNETT PIPELINE, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
361	CJ Holding Co.	ARP BARNETT, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
364	C&J Spec-Rent Services, Inc.	ARP BARNETT, LLC	Work Order No. 2014-11	11/20/14	$ -
362	C&J Spec-Rent Services, Inc.	ARP BARNETT, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
363	C&J Spec-Rent Services, Inc.	ARP BARNETT, LLC	Letter Regarding Work Order No. 2014-4	7/3/14	$ -
366	C&J Spec-Rent Services, Inc.	ARP MOUNTAINEER PRODUCTION, LLC	Work Order No. 2014-11	11/20/14	$ -
365	C&J Spec-Rent Services, Inc.	ARP MOUNTAINEER PRODUCTION, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
370	C&J Spec-Rent Services, Inc.	ARP OKLAHOMA, LLC	Work Order No. 2014-11	11/20/14	$ -
369	C&J Spec-Rent Services, Inc.	ARP OKLAHOMA, LLC	Letter Regarding Work Order No. 2014-4	7/3/14	$ -
368	C&J Spec-Rent Services, Inc.	ARP OKLAHOMA, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
367	CJ Holding Co.	ARP OKLAHOMA, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
371	C&J Spec-Rent Services, Inc.	ARP PRODUCTION COMPANY, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
372	C&J Spec-Rent Services, Inc.	ARP PRODUCTION COMPANY, LLC	Work Order No. 2014-11	11/20/14	$ -
373	CJ Holding Co.	ARRINGTON OIL & GAS OPERATING LLC	Amendment To Master Service Agreement	4/21/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
374	C&J Spec-Rent Services, Inc.	ARRIS PETROLEUM CORPORATION	Master Service Contract	12/2/14	$ -
375	C&J Well Services Inc.	ARROW OIL & GAS, INC.	Master Service Agreement	5/3/07	$ -
5400	C&J Energy Services, Inc.	ASCENDE WEALTH ADVISERS	Client Disclosure Form	4/14/16	$ -
377	CJ Holding Co.	ASCENDE WEALTH ADVISERS, INC.	Retirement Plan Advisory Services Agreement	4/10/15	$ -
378	C&J Spec-Rent Services, Inc.	Ascent Resources - Utica, LLC	Master Service Agreement		$ -
380	C&J Well Services Inc.	Aspen Exploration, Inc.	Master Service Agreement-Modified	2/5/04	$ -
381	C&J Well Services Inc.	ASPEN SERVICES	Master Well Servicing Contract	5/21/93	$ -
382	C&J Spec-Rent Services, Inc.	ASSURE OILFIELD TESTING, INC.	Confidentiality And Non-Disclosure Agreement	12/15/15	$ -
383	Mobile Data Technologies Ltd.	ASTRUM NOVUS LTD	Accord And Satisfaction Agreement	12/17/13	$ -
401	CJ Holding Co.	Atlantic Resources Company, LLC	Atlantic Resources Company, Llc Service Agreement	10/27/15	$ -
402	CJ Holding Co.	ATLAS BARNETT, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
405	C&J Spec-Rent Services, Inc.	ATLAS BARNETT, LLC	Work Order No. 2014-11	11/20/14	$ -
403	C&J Spec-Rent Services, Inc.	ATLAS BARNETT, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
404	C&J Spec-Rent Services, Inc.	ATLAS BARNETT, LLC	Letter Regarding Work Order No. 2014-4	7/3/14	$ -
408	C&J Spec-Rent Services, Inc.	ATLAS EAGLE FORD OPERATING COMPANY, LLC	Work Order No. 2014-11	11/20/14	$ -
407	C&J Spec-Rent Services, Inc.	ATLAS EAGLE FORD OPERATING COMPANY, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
406	CJ Holding Co.	ATLAS EAGLE FORD OPERATING COMPANY, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
411	C&J Spec-Rent Services, Inc.	ATLAS ENERGY COLORADO, LLC	Work Order No. 2014-11	11/20/14	$ -
410	C&J Spec-Rent Services, Inc.	ATLAS ENERGY COLORADO, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
409	CJ Holding Co.	ATLAS ENERGY COLORADO, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
412	CJ Holding Co.	ATLAS ENERGY INDIANA, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
413	CJ Holding Co.	ATLAS ENERGY TENNESSEE, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
415	C&J Spec-Rent Services, Inc.	ATLAS NOBLE, LLC	Work Order No. 2014-11	11/20/14	$ -
414	CJ Holding Co.	ATLAS NOBLE, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
416	C&J Spec-Rent Services, Inc.	ATLAS NOBLE, LLC.	Independent Contractor Master Services Agreement	11/6/14	$ -
417	C&J Spec-Rent Services, Inc.	ATLAS PRODUCTION COMPANY, INC.	Independent Contractor Master Services Agreement	11/6/14	$ -
418	C&J Spec-Rent Services, Inc.	ATLAS PRODUCTION COMPANY, LLC	Work Order No. 2014-11	11/20/14	$ -
424	C&J Spec-Rent Services, Inc.	ATLAS RESOURCES, LLC	Work Order No. 2014-11	11/20/14	$ -
423	C&J Spec-Rent Services, Inc.	ATLAS RESOURCES, LLC	Letter Regarding Work Order No. 2014-4	7/3/14	$ -
422	C&J Spec-Rent Services, Inc.	ATLAS RESOURCES, LLC	Independent Contractor Master Services Agreement	6/15/11	$ -
421	C&J Spec-Rent Services, Inc.	ATLAS RESOURCES, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
420	CJ Holding Co.	ATLAS RESOURCES, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
425	C&J Spec-Rent Services, Inc.	ATLS PRODUCTION COMPANY, LLC	Letter Regarding Work Order No. 2014-4	7/3/14	$ -
5410	C&J Spec-Rent Services, Inc.	AUGDON SAMPA	Consulting Agreement	7/2/14	$ -
427	C&J Well Services Inc.	Aurora Resources Corporation	Modified Version Of The Association Of Energy Service Companies Master Service Agreement	2/8/06	$ -
428	C&J Well Services Inc.	AUSTIN PHOENIX RESOURCES LLC	Modified Version Of Association Of Energy Service Companies Master Service Agreement	4/8/13	$ -
5520	C&J Spec-Rent Services, Inc.	AVENTINE HILL PARTNERS INC	Standard Consulting Terms	7/16/15	$ -
429	CJ Holding Co.	AXIA PARTNERS	Cotingency Search Fee Agreement	1/12/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5377	CJ Holding Co.	AXIA PARTNERS, L.P.	Temporary/Contract Staffing Agreement	1/12/16	$ -
430	C&J Well Services Inc.	Axiom Medical Consulting, LLC	Master Services Agreement	12/20/11	$ -
431	C&J Spec-Rent Services, Inc.	AZTEC OIL & GAS COMPANY	Oil And Gas Lease	6/21/55	$ -
432	CJ Holding Co.	B & L Exploration, LLC	Master Services Agreement	11/11/15	$ -
433	CJ Holding Co.	B&B OILFIELD SERVICEDS, INC.	Master Services Agreement	10/21/15	$ -
434	C&J Well Services Inc.	B&G ENERGY CORP	Master Service Agreement - Modified	9/17/03	$ -
436	C&J Spec-Rent Services, Inc.	B.F. MARTIN, JR	Lease And Saltwater Disposal Agreement	11/22/94	$ -
439	C&J Spec-Rent Services, Inc.	B.W. WATERS INC DBA FIRSTRIKE ENERGY CORPORATION	Master Service Agreement	8/21/07	$ -
440	CJ Holding Co.	B.W. WATERS INC.	Contractor'S Standard Terms And Conditions	3/21/16	$ -
5491	C&J Spec-Rent Services, Inc.	B+R PARTNERS INC	Executive Search Agreement	1/20/16	$ -
5548	C&J Spec-Rent Services, Inc.	B+R PARTNERS, INC.	Engagement Letter	1/20/16	$ -
441	C&J Energy Services Ltd.	BAIN & COMPANY	Letter Agreement	10/1/14	$ -
442	ESP Completion Technologies LLC	BAKER HUGHES OILFIELD OPERATIONS, INC.	Master Supplier Agreement	7/1/15	$ 18,169.98
445	C&J Spec-Rent Services, Inc.	Ballard Petroleum Holdings LLC	Ballard Petroleum Holdings Llc Master Service Agreement	3/14/14	$ -
444	CJ Holding Co.	BALLARD PETROLEUM HOLDINGS LLC	Amendment To Master Service Agreement	5/6/15	$ -
446	C&J Spec-Rent Services, Inc.	BAM INVESTMENTS LLC	Payment Documentation For Real Estate	2/8/16	$ -
447	C&J Spec-Rent Services, Inc.	BAM INVESTMENTS LLC, SUCCESSOR OF MADISON HOLDINGS LLC	Second Amendment To Lease	8/30/12	$ -
448	C&J Spec-Rent Services, Inc.	BAM Investments, LLC	Lease Amendment And Extension Agreement	2/8/16	$ -
450	CJ Holding Co.	BAMMELBELT LP	Lease Agreement	10/23/13	$ -
451	CJ Holding Co.	BAMMELBELT LP AND STAV4 PARTNERS, LLC	Lease Agreement	2/21/13	$ -
5690	C&J Energy Services, Inc.	Bammelbelt LP, STAV4 Partners LLC	Lease Amendment		$ -
5701	C&J Energy Services, Inc.	Bammelbelt LP, STAV4 Partners LLC	Lease Agreement		$ -
5700	C&J Energy Services, Inc.	Bammelbelt LP, STAV4 Partners LLC	Lease Agreement		$ -
5691	C&J Energy Services, Inc.	Bammelbelt LP, STAV4 Partners LLC	Lease Amendment		$ -
5682	C&J Energy Services, Inc.	Bammelbelt LP, STAV4 Partners LLC	Commencement of Lease and Certificate of Occupancy		$ -
5733	C&J Energy Services, Inc.	Bammelbelt LP, STAV4 Partners LLC	Tenant Estoppel		$ -
452	CJ Holding Co.	BammelBelt, L.P	Lease Agreement	2/21/13	$ -
454	CJ Holding Co.	Bammelbelt, L.P.	Lease Agreement	2/21/13	$ -
455	CJ Holding Co.	BAMMELBELT, L.P.	Westchase Commercial Owners Association, Inc.		$ -
574	KVS Transportation, Inc.	BANKS PEST CONTROL, INC.	Service Agreement	5/6/14	$ -
575	Total E&S, Inc.	BANYAN TECHNOLOGY INC	Banyan Technology End User License Agreement	10/8/14	$ -
576	C&J Well Services Inc.	Baroid Drilling Fluids, Inc.	Transportation Contract	3/8/96	$ -
577	C&J Well Services Inc.	BARON EXPLORATION COMPANY	Aesc (Assocation Of Energy Service Companies)	7/31/12	$ -
580	C&J Spec-Rent Services, Inc.	Barrow Shaver Resources Company, LLC	Master Services Agreement	3/10/15	$ -
579	C&J Spec-Rent Services, Inc.	BARROW SHAVER RESOURCES COMPANY, LLC	Barrow Shaver Resources Company, Llc Service Agreement		$ -
578	C&J Spec-Rent Services, Inc.	Barrow Shaver Resources Company, LLC	Master Services Agreement		$ -
581	C&J Spec-Rent Services, Inc.	BARROW-SHAVER RESOURCES CO.	Master Service Contract	3/23/12	$ -
586	C&J Spec-Rent Services, Inc.	Barry Kelley	Oklahoma Residential Lease Agreement	4/3/14	$ -
590	C&J Spec-Rent Services, Inc.	Bass Enterprises Production Company	Bass Enterprises Production Co. Master Work/Service Agreement	8/3/04	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
591	C&J Energy Services, Inc.	BATES AIR CONDITIONING & SERVICE	3990 Rogerdale - Maintenance Contract Assignment	7/1/14	$ -
592	CJ Holding Co.	BATTLECAT OIL & GAS, LLC	Master Service And Supply Agreement	12/12/15	$ -
593	C&J Spec-Rent Services, Inc.	Bay Alarm	Commercial Purchase And/Or Services Agreement	5/11/07	$ -
594	C&J Spec-Rent Services, Inc.	BAY AREA HOUSTON ADVANCED	Confidentiality And Non-Disclosure Agreement	12/16/14	$ -
14	CJ Holding Co.	Bay LTD	MASTER SERVICE CONTRACT		$ 58,510.00
5559	CJ Holding Co.	Bay Ltd	MSA and Commercial Terms		$ -
595	CJ Holding Co.	BAYSWATER EXPLORATION & PRODUCTION , LLC.	Amendment To Master Service Agreement	5/19/15	$ -
596	C&J Spec-Rent Services, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC	Master Service Agreement (Time And Materials)	11/6/14	$ -
597	C&J Spec-Rent Services, Inc.	BAYTEX ENERGY USA LTD.	Master Service Agreement	10/14/11	$ -
602	CJ Holding Co.	BBU SERVICES OF WV	Master Services Agreement	6/24/16	$ -
603	Total E&S, Inc.	BBVA COMPASS	Terms Of Agreement	5/16/14	$ -
604	Total E&S, Inc.	BBVA COMPASS	Purchasing Card Agreement	2/29/12	$ -
607	Total E&S, Inc.	BBVA COMPASS	Equipment Service Agreement	4/11/12	$ -
610	C&J Well Services Inc.	Beasley Family Marital Trust	Re: 7515 Rosedale Hwy, Bakersfield, Ca Lease File No., Ca-Sl -559	2/14/13	$ -
609	C&J Spec-Rent Services, Inc.	BEASLEY FAMILY MARITAL TRUST	Sixth Amendment To Industrial Real Estate Lease	5/1/14	$ -
612	C&J Spec-Rent Services, Inc.	BEHL PRECISION	Confidentiality And Non-Disclosure Agreement	12/7/15	$ -
5695	C&J Spec-Rent Services, Inc.	Bell Supply Company	Sublease		$ -
614	C&J Spec-Rent Services, Inc.	Bell Supply Company, LLC	Office Lease Agreement	5/21/13	$ -
613	CJ Holding Co.	BELL SUPPLY COMPANY, LLC	Sublease Agreement	2/28/14	$ -
615	Tellus Oilfield Inc.	Benchmark Electronics, Inc.	Confidential Disclosure Agreement	6/20/13	$ -
617	C&J Well Services Inc.	BENCHMARK OPERATING COMPANY, LLC	Master Service Agreement	2/22/05	$ -
5541	CJ Holding Co.	Bennett Jones LLP	Written Letter Of Engagement - Acquisition Of Mobile Data Technologies	10/1/13	$ -
619	C&J Well Services Inc.	BENTERRA CORPORATION	Letter	12/11/01	$ -
5683	C&J Spec-Rent Services, Inc.	Berkley Insurance Company	Sublease		$ -
5681	C&J Spec-Rent Services, Inc.	Berkley Insurance Company	Sublease		$ -
621	C&J Spec-Rent Services, Inc.	BERKLEY OIL & GAS SPECIALTY SERVICES	Commencement Letter In Regard To A Sublease Agreement	4/28/14	$ -
622	C&J Energy Services, Inc.	BERRONG ENTERPRISES INC.	Renewal Of Commercial Lease	11/4/14	$ -
623	C&J Spec-Rent Services, Inc.	BERRONG ENTERPRISES INC.	Commercial Lease	1/27/14	$ -
624	C&J Spec-Rent Services, Inc.	BERRONG ENTERPRISES, INC.	Renewal Notice Pursuant To Lease Agreement	11/4/14	$ -
625	C&J Spec-Rent Services, Inc.	BERRY KELLEY	Lease Agreement	4/3/14	$ -
626	C&J Spec-Rent Services, Inc.	Berry Oil Company	Master Services Agreement	9/24/10	$ -
5780	C&J Well Services Inc.	BF Martin	SWD		$ -
631	C&J Spec-Rent Services, Inc.	BHLLS PROPERTIES, INC.	Triple Net Lease	2/28/11	$ -
632	C&J Spec-Rent Services, Inc.	BHP Billiton Petroleum (Fayetteville) LLC	Master Services Agreement	3/1/14	$ -
633	C&J Well Services Inc.	Big Lake Corporation	Modified Version Of The Association Of Energy Companies Master Service Agreement	11/20/07	$ -
634	C&J Well Services Inc.	BIG SKYE OPERATING LLC	Aesc (Association Of Energy Service Companies)	2/12/13	$ -
635	C&J Spec-Rent Services, Inc.	Bill Barrett Corporation	Master Service Contract	12/1/05	$ -
636	C&J Well Services Inc.	BILLY CARR	Brine Production Lease	2/3/84	$ -
637	C&J Well Services Inc.	BINDER SCIENCE, LLC	Master Purchase Agreement	4/24/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
638	C&J Well Services Inc.	BISON ENERGY PARTNERS LTD	Master Service Agreement	2/21/02	$ -
640	CJ Holding Co.	BLACK SWD, LLC & DIMMIT	Master Services Agreement	10/2/15	$ -
641	CJ Holding Co.	BLACK WARRIOR METHANE CORP.	Amendment To Service Contract	11/9/15	$ -
642	CJ Holding Co.	BLACK WARRIOR TRANSMISSION CORP.	Amendment To Service Contract	11/9/15	$ -
644	C&J Spec-Rent Services, Inc.	BLACKBRUSH OIL & GAS, L.P.	Master Service Contract	8/5/13	$ -
643	CJ Holding Co.	BlackBrush Oil & Gas, L.P.	Amendment To The Master Service Contract	6/30/15	$ -
645	C&J Spec-Rent Services, Inc.	BLACKHAWK SPECIALTY TOOLS, LLC	Sublease	9/1/15	$ -
646	C&J Well Services Inc.	BLACKSAND ENERGY, INC	Master Service Agreement	4/8/04	$ -
647	C&J Well Services Inc.	BLACKSAND PARTNERS, LP	Master Service Agreement	4/8/04	$ -
648	CJ Holding Co.	BLACKSTONE EXPLORATION COMPANY INC.	Agreement	12/12/15	$ -
649	C&J Well Services Inc.	BLACKWATER SWD LLC	Master Service Agreement	10/1/13	$ -
5913	C&J Energy Services, Inc.	Bloomberg	Bloomberg Agreement	2/1/16	$ -
650	C&J Spec-Rent Services, Inc.	BLUE CROSS BLUE SHIELD OF TEXAS	Benefit Program	10/26/15	$ -
651	C&J Spec-Rent Services, Inc.	BLUE HORSESHOE LTD	Office Lease Agreement	6/27/13	$ -
652	C&J Spec-Rent Services, Inc.	BLUE HORSESHOE, LTD	Tenant Estoppel	6/27/13	$ -
653	C&J Well Services Inc.	BLUE RIDGE RESOURCES LLC	Master Service Agreement-Modified	3/29/04	$ -
654	C&J Spec-Rent Services, Inc.	BLUE SPARK ENERGY LLC	Modified Version Of Association Of Energy Service Companies Master Service Agreement	4/30/13	$ 9,592.54
656	CJ Holding Co.	Bluefin Resources LLC	Master Services Agreement - Bluefin Resources Llc	3/16/16	$ -
655	CJ Holding Co.	BLUEFIN RESOURCES LLC	Master Services Agreement Bluefin Resources Llc	3/17/16	$ -
657	C&J Spec-Rent Services, Inc.	BLUESCAPE EXPLORATION AND DRILLING, LLC	Master Service Agreement	9/1/10	$ -
658	C&J Energy Services, Inc.	BlueSky Partners	Master Service Agreement		$ -
659	C&J Well Services Inc.	Bluestem Energy Partners, LP	Master Services Agreement	1/27/14	$ -
660	C&J Spec-Rent Services, Inc.	BlueStone Natural Resources II, LLC	Master Service Agreement	8/8/14	$ -
661	CJ Holding Co.	BMB/SWC RANCHES, INC.	Master Purchase Agreement	7/27/15	$ -
662	C&J Spec-Rent Services, Inc.	BMS MANAGEMENT, INC. AS	Letter Agreement	4/25/13	$ -
665	CJ Holding Co.	BOA MIDLAND ACQUISITION LLC	2Nd Amendment To Lease Agreement	2/1/16	$ -
666	CJ Holding Co.	BOA MIDLAND ACQUISITION LP	Third Amendment To Lease Agreement	1/26/16	$ -
667	CJ Holding Co.	BOA MIDLAND ACQUISITION, L.P.	Second Amendment To Lease Agreement	8/27/15	$ -
670	C&J Well Services Inc.	Board of Regents of the University of Texas System	Produced Water Disposal Contract No. 227D	1/5/16	$ -
673	C&J Well Services Inc.	BOCO, LTD	Lease Agreement	1/1/07	$ -
5721	C&J Well Services Inc.	BOCO, Ltd.	Commercial Lease Agreement		$ -
674	CJ Holding Co.	BOPCO, L.P.	Amendment To Master Work/Service Agreement Between Bopco, L.P. (Company) And C & J Spec Rent Services, Inc. Including Its Affiliates And Subsidiaries (Contractor)	4/6/15	$ -
675	C&J Spec-Rent Services, Inc.	Bopco, L.P.	Bopco, L.P. Master Work/Service Agreement	11/4/13	$ -
678	ESP Completion Technologies LLC	BP AMERICA PRODUCTION INC.	Letter Agreement	5/5/16	$ -
681	CJ Holding Co.	BP AMERICA PRODUCTION COMPANY	Sub-Agreement Against Master Well Service Agreement	7/1/15	$ -
680	CJ Holding Co.	BP AMERICA PRODUCTION COMPANY	Master Well Service Agreement	7/1/15	$ -
679	ESP Completion Technologies LLC	BP America Production Company	Technology License Agreement Relating To Low Volume Pump (Lvp) Technology	2/10/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
682	ESP Completion Technologies LLC	BP Corporation North America Inc.	Technology License Agreement Relating To Low Volume Pump (Lvp) Technology	2/10/15	$ -
683	ESP Completion Technologies LLC	BP EXPLORATION OPERATING COMPANY LIMITED CHERTSEY	Technology License Agreement	2/10/15	$ -
684	ESP Completion Technologies LLC	BP EXPLORATION OPERATING COMPANY LTD	Technology License Agreement	2/10/15	$ -
5573	CJ Holding Co.	Brady Trucking	Vendor Agreement		$ -
686	C&J Spec-Rent Services, Inc.	Brammer Engineering, Inc.	Master Service Agreement	2/10/09	$ -
685	C&J Spec-Rent Services, Inc.	Brammer Engineering, Inc.	Master Service Agreement	3/23/09	$ -
687	C&J Spec-Rent Services, Inc.	BRANCH OF OFFICE SERVICES COMPANY LIMITED	Office Services Limited	2/24/16	$ -
688	C&J Well Services Inc.	BRANTA EXPLORATION & PRODUCTION, LLC	Paid-Up Oil And Gas Lease	6/26/08	$ -
5782	C&J Well Services Inc.	Branta Exploration and Production	Oil and Gas Lease		$ -
692	C&J Well Services Inc.	BRAVO PIPELINE COMPANY	Amendment To Commercial Terms	1/18/16	$ -
691	C&J Well Services Inc.	BRAVO PIPELINE COMPANY	Amendment To Commercial Terms	6/27/16	$ -
690	C&J Well Services Inc.	BRAVO PIPELINE COMPANY	Oxy Amendment To Commercial Terms	5/24/16	$ -
693	C&J Spec-Rent Services, Inc.	BreitBurn Operating L.P.	Master Work Agreement - Bbep	7/2/14	$ -
694	CJ Holding Co.	Breitburn Operating LP	Amendment To Master Work Agreement	7/27/15	$ -
696	C&J Spec-Rent Services, Inc.	BRG Energy Inc.	Master Service Contract	10/1/07	$ -
695	C&J Spec-Rent Services, Inc.	BRG ENERGY INC.	Master Service Contract	6/1/16	$ -
698	C&J Spec-Rent Services, Inc.	BRG Lone Star LTD	Master Service Contract	10/1/07	$ -
697	C&J Spec-Rent Services, Inc.	BRG LONE STAR LTD	Master Service Contract	6/1/16	$ -
700	C&J Spec-Rent Services, Inc.	BRG Petroleum LLC	Master Service Contract	10/1/07	$ -
699	C&J Spec-Rent Services, Inc.	BRG PETROLEUM LLC	Master Service Contract	6/1/16	$ -
702	C&J Spec-Rent Services, Inc.	BRG Production Company	Master Service Contract	10/1/07	$ -
701	C&J Spec-Rent Services, Inc.	BRG PRODUCTION COMPANY	Master Service Contract	6/1/16	$ -
704	CJ Holding Co.	BRIDGESTONE AMERICAS TIRE OPERATIONS	Master Service Agreement	11/2/15	$ 466,388.26
705	C&J Energy Services, Inc.	BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC	Bridgestone Commercial Solutions Customer Agreement	2/10/14	$ -
709	C&J Spec-Rent Services, Inc.	Brigham Oil & Gas, L.P.	Master Service/Sales Contract	7/31/02	$ -
710	C&J Spec-Rent Services, Inc.	Brigham Resources Operating, LLC	Master Service/Sales Contract	9/8/13	$ -
711	CJ Holding Co.	BROAD OAK ENERGY II, INC.	Letter Agreement	6/22/15	$ -
712	Mobile Data Technologies Ltd.	Brocal Systems inc.	Accord And Satisfaction Agreement	12/20/13	$ -
714	CJ Holding Co.	BROOKS PETROLEUM	Contractor'S Standard Terms And Conditions	1/19/16	$ -
715	C&J Spec-Rent Services, Inc.	BROOKWOOD STONE OAK INVERSTORS	Lease Agreement	10/1/16	$ -
718	C&J Spec-Rent Services, Inc.	Brookwood Stone Oak Investors, LLC	Lease Agreement		$ -
717	C&J Spec-Rent Services, Inc.	BROOKWOOD STONE OAK INVESTORS, LLC	Lease	10/1/15	$ -
716	C&J Spec-Rent Services, Inc.	BROOKWOOD STONE OAK INVESTORS, LLC	Commencement Letter	12/1/15	$ -
719	C&J Spec-Rent Services, Inc.	Browning Oil Company, Inc.	Master Services Agreement	3/18/14	$ -
5699	C&J Spec-Rent Services, Inc.	Brown's Exxon	Rental Agreement		$ -
5423	C&J Spec-Rent Services, Inc.	BRUCE B. WADDELL	Revised Independent Contractor/Consulting Agreement	5/25/16	$ -
5417	C&J Spec-Rent Services, Inc.	BRUCE B. WADDELL	Independent Contractor/Consulting Agreement	2/17/16	$ 14,773.15

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
720	Total E&S, Inc.	BRUTE OUTDOORS, LLC	Dealer Agreement	3/7/14	$ -
721	CJ Holding Co.	BTA OIL PRODUCERS	Amendment To Master Service Agreement	4/23/15	$ -
722	C&J Spec-Rent Services, Inc.	BTA Oil Producers, LLC	Master Work/Service Agreement	7/14/10	$ -
723	CJ Holding Co.	BUBBLETIGHT, LLC	Non-Analysis Agreement	3/23/16	$ -
725	C&J Well Services Inc.	BUCKEYE ALBANY TERMINAL LLC	Terminal Access Agreement	5/4/16	$ -
726	C&J Well Services Inc.	BUCKEYE CARIBBEAN TERMAINALS LLC	Terminal Access Agreement	5/4/16	$ -
727	C&J Well Services Inc.	BUCKEYE ENERGY SERVICES LLC	Terminal Access Agreement	5/4/16	$ -
728	C&J Well Services Inc.	BUCKEYE PIPE LINE HOLDINGS, L.P.	Terminal Access Agreement	5/4/16	$ -
729	C&J Well Services Inc.	BUCKEYE TANK TERMINALS LLC	Terminal Access Agreement	5/4/16	$ -
730	C&J Well Services Inc.	BUCKEYE TERMINALS, LLC	Terminal Access Agreement	5/4/16	$ -
731	C&J Spec-Rent Services, Inc.	BUESA ENERGY, INC.	Master Service Agreement	3/6/09	$ -
732	C&J Spec-Rent Services, Inc.	Buffco Production Inc.	Master Service Agreement	3/7/14	$ -
733	C&J Well Services Inc.	BULLROCK LLC	Operating Services Agreement	7/1/16	$ -
734	C&J Spec-Rent Services, Inc.	BURNETT OIL CO, INC.	Master Work/Service Agreement	4/29/14	$ -
735	C&J Energy Services Ltd.	C&J CORPORATE SERVICE(BERMUDA) LTD.	Master Services Agreement	4/1/15	$ -
748	C&J Spec-Rent Services, Inc.	C&J Spec-Rent Services, Inc.	Master Service Agreement	8/6/12	$ -
749	CJ Holding Co.	C6 OPERATING, LLC AND LONGSTREET	Master Service Agreement	8/25/15	$ -
752	C&J Spec-Rent Services, Inc.	Cabot Oil & Gas Corporation	Master Service Contract (Eastern Region)	12/5/11	$ -
751	C&J Spec-Rent Services, Inc.	Cabot Oil & Gas Corporation	Master Service Contract (Texas, Louisiana And Gulf Of Mexico)	10/12/05	$ -
750	C&J Spec-Rent Services, Inc.	Cabot Oil & Gas Corporation	Master Service Contract (Texas, Louisiana And Gulf Of Mexico)	5/26/11	$ -
754	CJ Holding Co.	CAERUS KANSAS LLC	Master Service Agreement	8/31/15	$ -
755	CJ Holding Co.	CAERUS NORTHERN ROCKIES LLC	Master Service Agreement	8/31/15	$ -
756	CJ Holding Co.	CAERUS PICEANCE LLC	Master Service Agreement	8/31/15	$ -
757	CJ Holding Co.	CAERUS SOUTHERN ROCKIES LLC	Master Service Agreement	8/31/15	$ -
758	CJ Holding Co.	CAERUS WASHCO LLC	Master Service Agreement	8/31/15	$ -
759	C&J Spec-Rent Services, Inc.	Caird Operating, LLC	Master Service Agreement	3/18/15	$ -
760	CJ Holding Co.	CALIBER DEVELOPMENT COMPANY	Recurring Payment Request	9/14/15	$ -
762	C&J Well Services Inc.	CALIBER DEVELOPMENT COMPANY LLC.	Lease Agreement	11/18/08	$ -
763	CJ Holding Co.	CALIBER DEVELOPMENT COMPANY LLC	Lease Renewal	3/2/16	$ -
765	C&J Well Services Inc.	Caliber Development Company LLC	First Amendment To Lease Agreement	11/8/13	$ -
766	KVS Transportation, Inc.	CALIFORNIA HEAVY OIL, INC.	Statement Of Commerical Terms	1/1/14	$ -
767	C&J Spec-Rent Services, Inc.	Callon Petroleum Company	Master Service Agreement	5/1/14	$ -
772	CJ Holding Co.	CALYX ENERGY III LLC	Modification And Ratification Of Master Service Agreement	12/1/14	$ -
773	C&J Well Services Inc.	CALYX ENERGY III, LLC	Modification And Ratification Of Master Service Agreement	12/1/14	$ -
774	CJ Holding Co.	CAMBRIAN MANAGEMENT, LTD	Master Services Agreement	6/1/15	$ -
776	C&J Energy Services, Inc.	CANON SOLUTIONS AMERICA, INC.	Unified Lease Agreement	1/13/16	$ 70,242.60
778	C&J Spec-Rent Services, Inc.	Cantera Operating, LLC	Master Service Agreement	7/30/14	$ -
782	CJ Holding Co.	CAPGEMINI U.S. LLC	Statement Of Work Between C&J Energy Services And Capgemini U.S. Llc	11/16/15	$ -
785	C&J Energy Services, Inc.	CAPGEMINI US LLC	Statement Of Work	8/17/15	$ -
784	C&J Energy Services, Inc.	CAPGEMINI US LLC	Master Services Agreement	8/12/15	$ 4,117,293.41
783	CJ Holding Co.	CAPGEMINI US LLC	Statement Of Work	11/16/15	$ -
787	CJ Holding Co.	CAPSTONE NATURAL RESOURCES II, LLC	Master Service Agreement	2/3/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
788	CJ Holding Co.	CAPTAIN ENERGY INC	Master Work/Service Agreement	1/13/16	$ -
791	CJ Holding Co.	CARGILL INCORPORATED	Amendment To Contractor General Conditions Agreement	5/1/15	$ -
5480	C&J Spec-Rent Services, Inc.	Carlos Rios	Independent Contractor/Consulting Agreement	6/24/16	$ -
794	CJ Holding Co.	CARRIZO (EAGLE FORD) LLC	Amended And Restated Master Service Ageement	10/2/15	$ -
796	C&J Spec-Rent Services, Inc.	CARRIZO OIL & GAS, INC.	Master Service Agreement	10/17/03	$ -
795	C&J Spec-Rent Services, Inc.	Carrizo Oil & Gas, Inc.	Master Service Agreement	6/9/06	$ -
801	C&J Well Services Inc.	CASTERLINE RENTALS	Lease Agreement	11/1/11	$ -
799	C&J Energy Services, Inc.	CASTERLINE RENTALS	Recurring Payment Request	3/2/16	$ -
800	C&J Well Services Inc.	CASTERLINE RENTALS	First Amendment To Lease Agreement File No, Oh-Sl-114	11/1/14	$ -
803	C&J Well Services Inc.	CASTERLINE RENTALS	First Amendment To Lease Agreement	10/28/12	$ -
802	C&J Well Services Inc.	CASTERLINE RENTALS	Recurring Payment Request	10/12/15	$ -
5769	C&J Well Services Inc.	Casterline Rentals	Lease Extension		$ -
5723	C&J Well Services Inc.	Casterline Rentals	Lease Renewal		$ -
804	Tellus Oilfield Inc.	CATOOSA TEST FACILITY	2014 Catoose Test Facility Agreement And Work Order	7/1/14	$ -
805	CJ Holding Co.	CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.	Master Services Agreement	10/5/15	$ -
806	C&J Spec-Rent Services, Inc.	CCI Gulf Coast Upstream LLC	Master Services Agreement	7/29/14	$ -
808	C&J Spec-Rent Services, Inc.	CCP BCSP 410 PROPERTY LLC	Office Lease Agreement	5/21/13	$ -
807	C&J Spec-Rent Services, Inc.	CCP BCSP 410 Property LLC	Landlord Consent To Sublease	3/14/14	$ -
809	C&J Energy Production Services-Canada Ltd.	CENOVUS ENERGY INC.	Master Service And Supply Agreement - Nsmssa 508403	10/3/14	$ -
810	C&J Spec-Rent Services, Inc.	Centennial Resource Development, LLC	Master Services Agreement	1/30/15	$ -
811	C&J Spec-Rent Services, Inc.	CENTENNIAL RESOURCE PRODUCTION, LLC	Master Services Agreement	1/30/14	$ -
814	C&J Spec-Rent Services, Inc.	CENTURY RESOURCES	Contractor'S Standard Terms And Conditions	10/30/14	$ -
815	C&J Energy Production Services-Canada Ltd.	Ceridian Canada Ltd.	Master Services Agreement	5/22/15	$ -
817	C&J Spec-Rent Services, Inc.	CGG SERVICES (U.S.) INC.	Software License And Maintenance Agreement	6/10/15	$ -
816	C&J Spec-Rent Services, Inc.	CGG SERVICES (U.S.) INC.	Software License And Maintenance Agreement	6/10/15	$ -
5376	CJ Holding Co.	CGL RECRUITING	Cotingency Search Fee Agreement	12/19/15	$ -
5375	CJ Holding Co.	CGL RECRUITING	Temporary/Contract Staffing Agreement	1/4/16	$ -
818	Mobile Data Technologies Ltd.	Chad Guest	Accord And Satisfaction Agreement	12/31/13	$ -
821	C&J Well Services Inc.	Chaparral Energy Inc.	Master Service Contract	4/29/04	$ -
822	C&J Spec-Rent Services, Inc.	CHAPARRAL ENERGY, L.L.C.	Master Service Contract	8/19/08	$ -
824	C&J Well Services Inc.	CHAPARRAL ENERGY, LLC	Master Service Agreement	8/29/12	$ -
823	C&J Spec-Rent Services, Inc.	CHAPARRAL ENERGY, LLC	Master Agreement Contract	2/24/09	$ -
825	C&J Spec-Rent Services, Inc.	Charles D. Kitchingham	Contractor'S Standard Terms And Conditions	3/9/15	$ -
826	C&J Well Services Inc.	CHARLES HOLSTON , INC.	Master Service Agreemenr	9/7/12	$ -
5425	C&J Spec-Rent Services, Inc.	CHARLES LEE KNAPE	Independent Contractor/Consulting Agreement	10/27/15	$ -
827	C&J Spec-Rent Services, Inc.	CHARTER OAK PRODUCTION CO., LLC	Master Service Agreement	8/31/06	$ -
832	C&J Spec-Rent Services, Inc.	CHEMNETICS, LLC	Non-Analysis Agreement	8/12/15	$ -
831	CJ Holding Co.	CHEMNETICS, LLC	Non-Analysis Agreement	8/12/15	$ -
834	C&J Energy Services, Inc.	CHEMOIL ENERGY	Master Service Agreement	9/1/13	$ -
833	CJ Holding Co.	CHEMOIL ENERGY	Master Service Agreement	9/1/13	$ -
5567	CJ Holding Co.	Chemplex Solvay	MSA and Commercial Terms		$ -
835	C&J Well Services Inc.	CHERVON USA INC	Letter	12/11/01	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
836	C&J Spec-Rent Services, Inc.	CHESAPEAKE OPERATING, INC.	Master Service Agreement	7/30/12	$ -
838	C&J Spec-Rent Services, Inc.	CHESAPEAKE OPERATING, LLC	Master Commercial Agreement	1/4/16	$ -
839	C&J Spec-Rent Services, Inc.	CHESTNUT EXPLORATION & PRODUCTION INC	Master Services Agreement		$ -
840	CJ Holding Co.	CHESTNUT RIDGE STORAGE, LLC	Master Services Agreement	10/27/15	$ -
841	C&J Spec-Rent Services, Inc.	CHEVRON APPALACHIA, LLC.	Amendment No.1 To Independent Contractor Master Services Agreement	1/1/12	$ -
842	C&J Spec-Rent Services, Inc.	CHEVRON NORTH AMERICA EXPLORATION AND	Amendment No. 1 To Well Services Service Order No. Cw1383592/001	3/27/16	$ -
843	C&J Well Services Inc.	CHEVRON NORTH AMERICA EXPLORATION AND PRODUCTION CO.	Well Services Service Order No. 15106018	9/1/15	$ -
846	C&J Well Services Inc.	CHEVRON NORTH AMERICA EXPLORATION AND PRODUCTION COMPANY	Amendment No.1 To Workover Unit Service Order No. Cw1360630/002	3/27/16	$ -
845	KVS Transportation, Inc.	CHEVRON NORTH AMERICA EXPLORATION AND PRODUCTION COMPANY	Amendment No. 1 To Nabors Completion & Production Services Co. Dba Kvs Transportation Inc. Contract No. Cw11331040	9/1/15	$ -
844	CJ Holding Co.	CHEVRON NORTH AMERICA EXPLORATION AND PRODUCTION COMPANY	Well Services Service Order No. Cw1455455	3/27/16	$ -
848	C&J Well Services Inc.	Chevron U.S.A. Inc.	Well Services Service Order No. 15106016	9/1/15	$ -
847	CJ Holding Co.	CHEVRON U.S.A. INC.	Amendment No. 1 To Well Service Order No. Cw1383592/001	3/27/16	$ -
850	C&J Well Services Inc.	Chevron U.S.A. Inc.	Amendment No. 3	3/26/16	$ -
851	C&J Well Services Inc.	Chevron U.S.A. Inc.	Amendment No. 2	9/1/15	$ -
849	KVS Transportation, Inc.	Chevron U.S.A. Inc.	Well Services Service Order No. 15106016	9/1/15	$ -
5522	C&J Well Services Inc.	CHEVRON U.S.A. INC.	Amendment No. 4 To C&J Well Services, Inc. Bda Kvs Transportation Inc.	3/1/16	$ -
852	C&J Spec-Rent Services, Inc.	CHEVRON U.S.A. INC. THROUGH ITS DIVISION	Service Order	7/1/14	$ -
860	KVS Transportation, Inc.	CHEVRON USA INC	Contractor Services And Rental Equipment Lease Contract No. Cw1133104	10/1/14	$ -
859	KVS Transportation, Inc.	Chevron usa inc	Amendment No. 2 To Nabors Completion & Production Services Co. Dba Kvs Transportation Inc.	2/1/15	$ -
858	C&J Well Services Inc.	CHEVRON USA INC	Amendment No. 1 - Service Order No. 15105625	2/15/16	$ -
857	C&J Well Services Inc.	CHEVRON USA INC	Amendment No. 1	10/15/15	$ -
856	C&J Well Services Inc.	CHEVRON USA INC	Amendment No. 3	3/1/15	$ -
855	CJ Holding Co.	CHEVRON USA INC	North America Master Services Agreement No Cw1342852 For Onshore Drilling Services	3/27/15	$ -
854	CJ Holding Co.	CHEVRON USA INC	North America Master Services Agreement No. Cw 1342852 For Onshore Drilling Services	3/27/15	$ -
853	CJ Holding Co.	CHEVRON USA INC	Amendment No 1 To North America Master Services Agreement No Cw1342852 For Onshore Drilling Services		$ -
861	C&J Spec-Rent Services, Inc.	CHEVRON USA INC , THROUGH ITS DIV	Amendment No 3 To Service Order No. 15106017	3/26/16	$ -
863	C&J Well Services Inc.	CHEVRON USA INC, THROUGH ITS DIV	Workover Unit Service Order No. 15106017	9/1/15	$ -
862	C&J Well Services Inc.	CHEVRON USA INC, THROUGH ITS DIV	Amendment No. 2 To Service Order No. 15106018	1/1/16	$ -
864	C&J Well Services Inc.	CHEVRON USA INC, THROUGH ITS DIVISION	Amendment No. 1 To Service Order No. 15106018	11/11/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
867	C&J Well Services Inc.	CHEVRON USA INC.	Amendment No. 2 - Service Order No. 15105625	4/1/16	$ -
866	C&J Well Services Inc.	CHEVRON USA INC.	Service Order	3/27/16	$ -
865	C&J Spec-Rent Services, Inc.	CHEVRON USA INC.	Master Well Services Contract	7/1/14	$ -
868	C&J Spec-Rent Services, Inc.	CHEYENNE PETROLEUM COMPANY	Master Service Contract	6/23/09	$ -
869	C&J Spec-Rent Services, Inc.	Cheyenne Petroleum Company, and its parents, subsidiaries and affiliates	Amendment To Master Service Contract	3/12/14	$ -
870	C&J Spec-Rent Services, Inc.	CHIEF OIL & GAS LLC	Master Service Agreement	10/14/14	$ -
871	C&J Spec-Rent Services, Inc.	CHIEF OIL & GAS LLC	Master Service Agreement	4/4/10	$ -
872	C&J Spec-Rent Services, Inc.	CHIEF OIL & GAS LLC	Master Service Agreement		$ -
873	C&J Spec-Rent Services, Inc.	CHIEF OIL & GAS LLC.	Master Service Agreement	10/14/14	$ -
874	C&J Spec-Rent Services, Inc.	CHOICE EXPLORATION, INC.	Master Service And Supply Agreement	4/11/14	$ -
5453	C&J Spec-Rent Services, Inc.	CHOOSE ENTITY NAME GALLAGHER BENEFIT SERVICES INC &	Consulting Agreement	6/12/15	$ -
878	CJ Holding Co.	CICO OIL & GAS COMPANY	Master Service Agreement	8/19/15	$ -
881	C&J Spec-Rent Services, Inc.	CIMAREX ENERGY CO.	Amendment To Master Service Agreement	7/28/15	$ -
880	C&J Spec-Rent Services, Inc.	CIMAREX ENERGY CO.	Master Service Agreement	7/16/13	$ -
882	CJ Holding Co.	CINCO OPERATING COMPANY LLC	Master Services Agreement	11/3/15	$ -
883	C&J Spec-Rent Services, Inc.	CINCO RESOURCES, INC.	Master Service Agreement	8/19/13	$ -
5705	C&J Well Services Inc.	Cinco Terry LP	Easement		$ -
885	C&J Spec-Rent Services, Inc.	CINDY F. FRANKS	Renewal Of Lease Agreement	4/8/16	$ -
886	C&J Spec-Rent Services, Inc.	CINDY KELLEY	Lease Agreement	4/3/14	$ -
5726	C&J Well Services Inc.	Circle R Properties	Second Amendment to Lease Agreement		$ -
888	C&J Well Services Inc.	Circle R. Properties, LLC	Lease Agreement	12/1/14	$ -
894	CJ Holding Co.	CITATION OIL & GAS CORP	Master Service Contract Agreement	6/15/16	$ -
896	C&J Spec-Rent Services, Inc.	CITATION OIL & GAS CORP.	Master Service Contract	11/3/05	$ -
895	C&J Spec-Rent Services, Inc.	CITATION OIL & GAS CORP.	Master Service Contract	9/30/14	$ -
5670	Total E&S, Inc.	CITY OF GREENVILLE TEXAS	NOTICE OF CONFIDENTIALITY RIGHTS	9/1/15	$ -
901	C&J Energy Services, Inc.	CITY OF SAYRE, OKLAHOMA	Amendment To Agreement For Economic Development Assistance	7/19/11	$ -
5906	CJ Holding Co.	CJES Insurance (Texas) Inc.	CJES/Texas WC - 2015	10/1/15	$ -
5905	CJ Holding Co.	CJES Insurance (Texas) Inc.	CJES/Texas Terrorism - 2015	10/1/15	$ -
5910	CJ Holding Co.	CJES Insurance (Texas) Inc.	CJES/Texas Auto - 2016	12/16/15	$ -
5909	CJ Holding Co.	CJES Insurance (Texas) Inc.	CJES/Texas WC - 2016	12/16/15	$ -
5908	CJ Holding Co.	CJES Insurance (Texas) Inc.	CJES/Texas Terrorism - 2016	12/16/15	$ -
5907	CJ Holding Co.	CJES Insurance (Texas) Inc.	CJES/Texas Auto - 2015	10/1/15	$ -
907	C&J Spec-Rent Services, Inc.	CL & F Resources LP	Guaranty	7/5/13	$ -
908	C&J Spec-Rent Services, Inc.	CLASSIC HYDROCARBONS OPERATING, LLC	Master Service Agreement	1/13/10	$ -
909	C&J Spec-Rent Services, Inc.	CLASSIC HYDROCARBONS, INC.	Master Service Agreement	1/13/10	$ -
910	C&J Spec-Rent Services, Inc.	CLASSIC HYRODCARBONS HOLDING, LP	Master Service Agreement	1/13/10	$ -
911	C&J Spec-Rent Services, Inc.	CLASSIC OPERATING CO. LLC	Master Service Agreement	1/13/10	$ -
912	C&J Spec-Rent Services, Inc.	CLASSIC PIPELINE & GATHERING, LLC	Master Service Agreement	1/13/10	$ -
913	C&J Spec-Rent Services, Inc.	CLAYTON WILLIAMS ENERGY, INC.	Master Services Agreement	4/3/13	$ -
914	C&J Spec-Rent Services, Inc.	Clean Harbors Environmental Services, Inc.	Environmental Services And Waste Disposal Agreement	7/23/13	$ -
915	C&J Spec-Rent Services, Inc.	CLEAR CHANNEL AIRPORTS	Airport Advertising Agreement	5/11/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5373	CJ Holding Co.	CLEARPOINT	Temporary/Contract Staffing Agreement	12/21/15	$ -
5372	CJ Holding Co.	CLEARPOINT TECHNOLOGY	Contingency Search Fee Agreement	12/21/15	$ -
917	C&J Spec-Rent Services, Inc.	CLEARY PETROLEUM CORPORATION	Master Service Contract	1/5/06	$ -
918	Total E&S, Inc.	CLEBURNE WELDING	Vending Machine Agreement & Contract For Total Equipment	1/1/12	$ -
919	CJ Holding Co.	CLOVER FORK COAL COMPANY KY, LLC	Contractor'S Standard Terms And Condition	7/11/16	$ -
5431	C&J Spec-Rent Services, Inc.	CNE POLYMER CONSULTING	Consulting Agreement	2/23/15	$ -
5413	C&J Spec-Rent Services, Inc.	CNE Polymer Consulting Inc	Independent Contractor/Consulting Agreement	12/10/15	$ -
5494	C&J Spec-Rent Services, Inc.	CNE POLYMER CONSULTING, INC.	Consulting Agreement	2/23/15	$ -
921	C&J Well Services Inc.	COASTAL PLAINS EXPLORATION LLC	Modified Version Of The Association Of Energy Service Companies Master Service Agreement	12/23/09	$ -
920	C&J Well Services Inc.	COASTAL PLAINS EXPLORATION LLC	Master Service Agreement	8/24/12	$ -
923	C&J Spec-Rent Services, Inc.	COG OPERATING LLC	Master Service Agreement	4/30/13	$ -
922	CJ Holding Co.	COG OPERATING LLC	Amendment To Master Service Agreement	4/15/15	$ -
924	C&J Spec-Rent Services, Inc.	COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION	Master Services Agreement	12/11/14	$ -
926	CJ Holding Co.	COLD BORE TECHNOLOGY, INC.	Private And Confidential	2/3/15	$ -
927	CJ Holding Co.	COLD BORE TECHNOLOGY, INC.	Master Service Agreement	2/2/16	$ -
930	C&J Spec-Rent Services, Inc.	COLLIERS INTERNATIONAL	Standard Industrial/Commercial Single-Tenant Lease -- Gross	12/4/12	$ -
929	C&J Spec-Rent Services, Inc.	Colliers International	Lease Agreement	12/4/12	$ -
5795	C&J Energy Services, Inc.	ColumbiaSoft Corporation	Renewal Invoice	6/1/16	$ -
937	C&J Spec-Rent Services, Inc.	COMANCHE EXPLORATION CO., LLC	Master Services Agreement	6/9/14	$ -
5583	CJ Holding Co.	Combest Geosciences	Vendor Agreement		$ -
942	C&J Spec-Rent Services, Inc.	COMMON RESOURCES, LLC	Master Service Contract	9/25/09	$ -
943	C&J Spec-Rent Services, Inc.	COMMONS RESOURCES, LLC	Master Service Contract	8/26/09	$ -
944	CJ Holding Co.	COMPANIA PERFORADORA MEXICO, S.A.P.I DE C.V.	Joint Venture Term Sheet	11/8/13	$ -
5371	CJ Holding Co.	COMPLETE TECHNICAL SERVICES, INC. (CTS)	Temporary/Contract Staffing Agreement	12/18/15	$ -
949	C&J Energy Production Services-Canada Ltd.	COMPLYWORKS LTD.	Contractual Agreement	6/4/15	$ -
952	C&J Spec-Rent Services, Inc.	COMSTOCK RESOURCES, INC.	Master Service Agreement	6/27/14	$ -
951	C&J Spec-Rent Services, Inc.	COMSTOCK RESOURCES, INC.	Master Service Agreement	12/2/10	$ -
953	CJ Holding Co.	CONCORD REAL PROPERTIES LLC	Office Lease Agreement	7/30/12	$ -
956	CJ Holding Co.	CONCORD REAL PROPERTIES, LLC	First Amendment To Lease Agreement	11/30/13	$ -
955	C&J Energy Services, Inc.	Concord Real Properties, LLC	Acceptance Of Premises Memorandum	9/10/12	$ -
954	CJ Holding Co.	Concord Real Properties, LLC	Lease Agreement	7/30/12	$ -
959	C&J Energy Services, Inc.	Concur Technologies, Inc.	Service Order		$ -
958	C&J Energy Services, Inc.	Concur Technologies, Inc.	Service Order		$ -
957	C&J Energy Services, Inc.	Concur Technologies, Inc.	Service Order		$ -
5677	Mobile Data Technologies Ltd.	CONDO Plan No. 0922922	Lease		$ -
962	CJ Holding Co.	CONE MIDSTREAM PARTNERS LP	Master Service Agreement By And Between Cone Midstream Partners Lp And Cj Holding Co.	10/27/15	$ -
961	C&J Spec-Rent Services, Inc.	CONE MIDSTREAM PARTNERS LP	Rider 1 Joinder Agreement	10/27/15	$ -
960	CJ Holding Co.	CONE MIDSTREAM PARTNERS LP	Joinder Agreement	10/27/15	$ -
963	CJ Holding Co.	CONE MIDSTREAM PARTNERS LP.	Joinder Agreement	10/27/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
964	C&J Spec-Rent Services, Inc.	CONESTOGA-ROVERFS & ASSOCIATES	Phase 1 Environmental Site Assessment	5/14/12	$ -
965	C&J Energy Services, Inc.	CONESTOGA-ROVERS & ASSOCIATE	Environmental Site Assessment	5/15/12	$ -
970	CJ Holding Co.	CONESTOGA-ROVERS & ASSOCIATES	Phase I -Environmental Site Assessment	5/15/12	$ -
969	C&J Spec-Rent Services, Inc.	Conestoga-Rovers & Associates	Phase I Environmental Site Assessment	5/22/12	$ -
968	CJ Holding Co.	CONESTOGA-ROVERS & ASSOCIATES	Phase I Environmental Site Assessment	5/1/12	$ -
967	CJ Holding Co.	CONESTOGA-ROVERS & ASSOCIATES	Phase I Environmental Site Assessment	5/16/12	$ -
966	CJ Holding Co.	CONESTOGA-ROVERS & ASSOCIATES	Phase I Environmental Site Assessment	5/15/12	$ -
972	C&J Spec-Rent Services, Inc.	CONESTOGA-ROVERS & ASSOCIATES, INC.	Agreement For Professional Services	6/30/13	$ -
971	C&J Spec-Rent Services, Inc.	CONESTOGA-ROVERS & ASSOCIATES, INC.	Agreement For Professional Services	6/30/13	$ -
973	C&J Well Services Inc.	CONOCCOPHILLIPS	Scope Of Work And Compensation Agreement	7/15/16	$ -
974	C&J Spec-Rent Services, Inc.	CONOCCOPHILLIPS COMPANY	Master Services Agreement	9/1/07	$ -
5432	C&J Spec-Rent Services, Inc.	CONOCOPHILLIPS	Scope Of Work And Compensation Agreement	6/1/16	$ -
975	C&J Well Services Inc.	CONOCOPHILLIPS CO	Master Motor Carrier Services Agreement	3/1/15	$ -
984	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	Scope Of Work And Compensation Agreement	3/11/16	$ -
985	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	Motor Carrier Services Contract	3/1/15	$ -
983	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	Scope Of Work And Compensation Agreement	11/19/14	$ -
982	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	General Scope Of Intended Work: Agreement	7/8/16	$ -
981	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	Scope Of Work	7/1/16	$ -
980	C&J Spec-Rent Services, Inc.	CONOCOPHILLIPS COMPANY	Master Services Agreement	8/15/07	$ -
979	CJ Holding Co.	CONOCOPHILLIPS COMPANY	Master Agreement - Well Services	4/15/16	$ -
978	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	Call-Off Agreement	4/1/16	$ -
977	C&J Well Services Inc.	CONOCOPHILLIPS COMPANY	Call-Off Agreement	4/1/16	$ -
976	C&J Energy Services Ltd.	CONOCOPHILLIPS COMPANY	Amendment No. 1	5/1/16	$ -
986	C&J Well Services Inc.	CONOCOPHILLIPS COPANY	Scope Of Work And Compensation Agreement	7/14/16	$ -
987	C&J Spec-Rent Services, Inc.	CONOCOPHILLIPS REPRESENTATIVE	Scope Of Work And Compensation Agreement	3/28/16	$ -
991	CJ Holding Co.	CONSOL ENERGY INC.	Master Service Agreement	10/27/15	$ -
990	C&J Spec-Rent Services, Inc.	CONSOL ENERGY INC.	Rider 1 Joinder Agreement	10/27/15	$ -
989	C&J Spec-Rent Services, Inc.	CONSOL ENERGY INC.	Rider 1 Joinder Agreement	10/27/15	$ -
988	C&J Spec-Rent Services, Inc.	CONSOL ENERGY INC.	Rider 1 Joinder Agreement	10/27/15	$ -
992	C&J Well Services Inc.	CONSOL ENERGY, INC.	Master Service Agreement	10/27/15	$ -
993	C&J Well Services Inc.	CONTINENTAL RESOURCES INC	Scope Of Work And Compensation Agreement	3/1/15	$ -
995	C&J Spec-Rent Services, Inc.	CONTINENTAL RESOURCES, INC.	Master Service Contract	10/5/12	$ -
994	C&J Spec-Rent Services, Inc.	Continental Resources, Inc.	Master Service Contract	1/8/10	$ -
1003	CJ Holding Co.	CORAL E&P, LLC	Contractor'S Terms And Condition	2/1/16	$ -
1004	C&J Spec-Rent Services, Inc.	CORDILLERA ENERGY PARTNERS III, LLC	Master Service Agreement	6/6/10	$ -
1007	C&J Spec-Rent Services, Inc.	CORNERSTONE E & P COMPANY, LP	Master Service Agreement	11/6/07	$ -
1008	CJ Holding Co.	CORNERSTONE PETROLEUM OPERATING, LLC	Master Service Agreement		$ -
1010	C&J Energy Services, Inc.	CORPORATE HOUSING ASSOCIATES LP	Cooperate Housing Agreement	6/2/16	$ -
1012	C&J Energy Services, Inc.	CORPORATE HOUSING ASSOCIATES, LP	Corporate Rental Application - Lexisnexis		$ -
1011	CJ Holding Co.	CORPORATE HOUSING ASSOCIATES, LP	Lease Agreement	6/1/16	$ -
5531	KVS Transportation, Inc.	COUNTRY TIRE AND WHEEL, INC.	Independent Contractor Agreement	5/20/02	$ 84,099.27
1031	CJ Holding Co.	COUNTRYMARK	Contractor'S Standard Terms And Conditions	9/12/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5790	Total E&S, Inc.	County Image Solutions	Service Agreement	10/28/13	$ -
1032	CJ Holding Co.	COVEY PARK OPERATING LLC	Master Services And Supply Agreement	3/28/15	$ -
1033	CJ Holding Co.	CR3 OPERATING CMOPANY, L.L.C.	Master Goods, Equipment And Services Contract	10/28/15	$ -
1034	C&J Spec-Rent Services, Inc.	CR3 Operating Company, LLC	Master Goods, Equipment And Services Contract	8/14/13	$ -
1035	C&J Spec-Rent Services, Inc.	Craig Edwards	Payment Documentation For Real Estate	3/1/16	$ -
1038	C&J Spec-Rent Services, Inc.	CRAWLEY PETROLEUM CORPORATION	Master Service Agreement	5/3/05	$ -
1039	C&J Well Services Inc.	CRC SERVICES LLC	Amendment To Commercial Terms	3/1/16	$ -
1044	KVS Transportation, Inc.	CRC SERVICES, LLC	Statement Of Commerical Terms	1/1/14	$ -
1043	KVS Transportation, Inc.	CRC Services, LLC	Statement Of Commercial Terms No. Wc-S-13-42796	1/14/14	$ -
1042	C&J Well Services Inc.	CRC SERVICES, LLC	Statement Of Commercial Terms	7/15/16	$ -
1041	CJ Holding Co.	CRC SERVICES, LLC	Master Service Agreement	2/1/16	$ -
1040	C&J Well Services Inc.	CRC SERVICES, LLC	Statement Of Commercial Terms	6/1/16	$ -
1046	CJ Holding Co.	CRESCENT POINT ENERGY U.S. CORP.	Master Supply Agreement	12/11/14	$ -
1047	C&J Spec-Rent Services, Inc.	CRESCENT POINT ENERGY U.S. CORP.	Master Supply Agreement	12/11/14	$ -
1048	C&J Spec-Rent Services, Inc.	Crest Resources, Inc.	Master Service Contract	10/1/08	$ -
1049	C&J Spec-Rent Services, Inc.	Crimson Exloration Operating, Inc.	Master Service Agreement	7/15/11	$ -
1050	C&J Well Services Inc.	CRISAFULLI A & M	Rental Agreement	7/1/11	$ -
1051	C&J Well Services Inc.	CRISAFULLI A&M	Lease Letter Agreement	7/1/11	$ -
1052	C&J Spec-Rent Services, Inc.	CROSS TIMBERS ENERGY, LLC	Master Service Agreement	7/9/14	$ -
1053	CJ Holding Co.	CROSSING ROCKS ENERGY, LLC	Master Service Agreement	3/1/16	$ -
1054	C&J Spec-Rent Services, Inc.	CROSSPOINT ENERGY COMPANY	Master Service Contract	4/23/07	$ -
1055	C&J Spec-Rent Services, Inc.	CROWNQUEST OPERATING, LLC	Master Service/Sales Agreement	8/24/10	$ -
1056	CJ Holding Co.	CROWNQUEST OPERSATING, LLC	Master Service/Sales Agreement	6/18/14	$ -
1065	C&J Spec-Rent Services, Inc.	CTE	Purchase Option Agreement	4/24/12	$ -
1062	C&J Spec-Rent Services, Inc.	CTE	Master Agreement Summary		$ -
5862	C&J Spec-Rent Services, Inc.	CTE	Purchase Option Agreement	3/5/12	$ -
1072	C&J Spec-Rent Services, Inc.	CTI Oil Field Services	Master Service Agreement	2/17/15	$ -
1073	C&J Spec-Rent Services, Inc.	CUSTOM CRANE RENTAL	Custom Equipment Rental	11/4/11	$ 41,268.44
1076	C&J Spec-Rent Services, Inc.	CUSTOM EQUIPMENT RENTAL	Custom Equipment Rental	11/16/11	$ -
1083	C&J Energy Services, Inc.	CyrusOne	Order Form		$ -
1082	C&J Energy Services, Inc.	CyrusOne	Service Level Agreement		$ -
1081	C&J Energy Services, Inc.	CyrusOne	Master Service Agreement		$ 17,776.90
1087	CJ Holding Co.	DAC ENERGY, LLC	Master Services Agreement	6/15/15	$ -
5784	C&J Well Services Inc.	Dahl	Dahl SWD #1 (50% Joint Venture)		$ -
5813	C&J Spec-Rent Services, Inc.	Daisy Fielder	Purchase and Sale Agreement - ESP Completion Technologies LLC	5/18/15	$ -
1092	CJ Holding Co.	DAKOTA RESOURCES, INC.	Master Services Agreement	12/17/15	$ -
1102	C&J Well Services Inc.	DALE DAVIS	Fifth Amendment To Industrial Lease	9/24/14	$ -
1104	C&J Well Services Inc.	DALE DAVIS	Second Amendment To Lease	8/7/06	$ -
1101	C&J Well Services Inc.	DALE DAVIS	Lease Extension And Amendment	10/31/06	$ -
1103	C&J Well Services Inc.	DALE DAVIS	Second Amendment To Lease	8/7/06	$ -
5764	C&J Spec-Rent Services, Inc.	Dale Davis	Industrial Lease Extension		$ -
1105	C&J Spec-Rent Services, Inc.	Dan A. Hughes Company L.P.	Master Service Contract	10/17/06	$ -
1106	CJ Holding Co.	DANCAR ENERGY	Master Services Agreement	4/8/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1107	CJ Holding Co.	Daniel B. Stephens & Associates, Inc.	Adoption Of Master Service Agreement	5/12/16	$ -
5685	C&J Well Services Inc.	David and Ronda Davidson	SWD		$ -
1109	CJ Holding Co.	DAVID E BOWYER	Master Services Agreement	11/16/15	$ -
1113	C&J Well Services Inc.	DAVID SANCHEZ	Recurring Payment Request	5/5/15	$ -
1112	C&J Well Services Inc.	DAVID SANCHEZ	Letter Regarding Commercial Gross Lease	5/11/15	$ -
1111	C&J Well Services Inc.	DAVID SANCHEZ	Lot Lease Agreement	11/7/14	$ -
1114	C&J Spec-Rent Services, Inc.	David Seigler	Commercial Salt Water Disposal Well Lease Agreement	10/1/08	$ -
1116	C&J Spec-Rent Services, Inc.	DAVID W. TREFREN REVOCABLE TRUST	Sublease	9/1/15	$ -
1117	C&J Spec-Rent Services, Inc.	DAVID W. TREFREN REVOCABLE TRUST	Commercial Lease Agreement	6/29/99	$ -
1118	CJ Holding Co.	Davis Oil, Inc.	General Terms And Conditions Agreement	4/16/15	$ -
1119	Mobile Data Technologies Ltd.	DAVKOR HOLDINGS, LTD.	Accord And Satisfaction Agreement	12/20/13	$ -
1121	C&J Spec-Rent Services, Inc.	DCOR, LLC	Master Service Agreement	6/4/14	$ -
1122	CJ Holding Co.	DCOR, LLC.	Agreement To Adopt Master Service Contract	10/9/15	$ -
1123	C&J Well Services Inc.	DCP MIDSTREAM, LP	Limited Scope Master Service Agreement For Salt Water Hauling And Disposal	1/1/08	$ -
5547	C&J Spec-Rent Services, Inc.	DELOITTE	Engagement Letter 2012/2013	6/6/13	$ -
1127	C&J Spec-Rent Services, Inc.	DELTA PETROLEUM CORPORATION	Service Provider Agreement	1/25/07	$ -
1128	C&J Spec-Rent Services, Inc.	Denbury Onshore, LLC	Master Service Agreement - Onshore Only	7/31/14	$ -
1129	C&J Spec-Rent Services, Inc.	DENBURY ONSHORE, LLC	Master Service Agreement	1/19/06	$ -
1137	C&J Spec-Rent Services, Inc.	DENNIS TOLKACH	Rental Agreement	4/7/14	$ -
1138	C&J Spec-Rent Services, Inc.	DENNIS W. FRANKS	Renewal Of Lease Agreement	4/8/16	$ -
1139	C&J Well Services Inc.	Dennis W. Franks and Cindy F. Franks	Lease Agreement	9/22/11	$ -
1140	C&J Well Services Inc.	DEPARTMENT OF CONSERVATION	State Of California Standard Agreement	6/15/16	$ -
5484	C&J Spec-Rent Services, Inc.	Derek Lynn Daigrepont	Independent Contractor Consulting Agreement	6/1/15	$ -
5509	C&J Spec-Rent Services, Inc.	Derek Orona	Independent Contractor/Consulting Agreement	4/25/16	$ -
1142	CJ Holding Co.	DESTINY INVESTMENTS INC	Master Service Agreement	2/22/16	$ -
1143	CJ Holding Co.	DEVON ENERGY PRODUCTION CO., LP	Amendment #Iv To The Master Service & Supply Agreement,Onshore & Maritime	4/29/15	$ -
1144	C&J Well Services Inc.	DEVON ENERGY PRODUCTION COMPANY	Water Disposal Agreement	12/3/14	$ -
1145	C&J Spec-Rent Services, Inc.	DEVON ENERGY PRODUCTION COMPANY LP	Master Services And Supply Agreement	4/3/16	$ -
1150	C&J Well Services Inc.	DEVON ENERGY PRODUCTION COMPANY, L.P.	Master Services And Supply Agreement	6/15/16	$ -
1149	C&J Spec-Rent Services, Inc.	DEVON ENERGY PRODUCTION COMPANY, L.P.	Master Service And Supply Agreement	8/5/14	$ -
1148	C&J Spec-Rent Services, Inc.	Devon Energy Production Company, L.P.	Master Service And Supply Agreement Onshore And Maritime	3/9/05	$ -
1151	CJ Holding Co.	Devon Energy Production Company, L.P., Devon Gas Services, L.P., Acacia Natural Gas Corp., Southwestern Gas Pipeline, Inc.	Amended #Iii To The Master Service And Supply Agreement, Onshore Form Dated December 31, 2001	4/29/15	$ -
1152	C&J Spec-Rent Services, Inc.	DEVON ENERGY PRODUCTION COMPANY, LP	Master Service And Supply Agreement Offshore And Maritime	6/13/06	$ -
1155	C&J Spec-Rent Services, Inc.	DEVON GAS SERVICES, L.P.	Master Service And Supply Agreement	8/5/14	$ -
1154	C&J Spec-Rent Services, Inc.	Devon Gas Services, L.P.	Master Service And Supply Agreement Onshore And Maritime	3/9/05	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1153	C&J Spec-Rent Services, Inc.	DEVON GAS SERVICES, L.P.	Master Service And Supply Agreement Offshore And Maritime	6/13/06	$ -
1156	C&J Spec-Rent Services, Inc.	Devon Louisiana Corporation	Master Service And Supply Agreement Onshore And Maritime	3/9/05	$ -
1157	C&J Well Services Inc.	DIAL LUBRICANTS, INC.	Master Service Agreement	9/18/12	$ -
1160	C&J Well Services Inc.	DIAMOND S ENERGY COMPANY	Modified Version Fo The Association Of Energy Service Companies Master Service Agreement	1/10/07	$ -
1159	C&J Well Services Inc.	DIAMOND S ENERGY COMPANY	Master Service Agreement - Modified	7/16/13	$ -
1161	C&J Spec-Rent Services, Inc.	Diamondback E&P LLC	Master Service Contract	11/19/13	$ -
5442	C&J Spec-Rent Services, Inc.	Dickes & Wood Consulting, LLC	Consulting Agreement	9/26/14	$ -
1164	C&J Spec-Rent Services, Inc.	Dirnett, Inc.	Master Service Agreement	3/14/08	$ -
5585	CJ Holding Co.	DISA	Vendor Agreement		$ 39,855.61
1178	C&J Spec-Rent Services, Inc.	DISCOVERY DISPOSAL SERVICES, LLC	Correction Surface And Salt Water Disposal Lease	1/26/07	$ -
1177	C&J Spec-Rent Services, Inc.	DISCOVERY DISPOSAL SERVICES, LLC	Water Disposal Lease	8/20/06	$ -
1181	CJ Holding Co.	DISCOVERY NATURAL RESOURCES LLC	Agreement To Adopt Master Service Agreement	11/11/15	$ -
5552	CJ Holding Co.	Dival Safety	Vendor Agreement		$ 194,273.43
5804	C&J Energy Services, Inc.	DMG Mori Ellison	Order Contract	3/10/15	$ -
1183	C&J Spec-Rent Services, Inc.	DOMINION EXPLORATION & PRODUCTION, INC.	Master Service Contract	12/15/02	$ -
1182	C&J Spec-Rent Services, Inc.	DOMINION EXPLORATION & PRODUCTION, INC.	Master Service Contract	5/3/04	$ -
1184	CJ Holding Co.	DOMINION RESOURCE SERVICES, INC.	Master Service Contract	8/25/15	$ -
1185	C&J Spec-Rent Services, Inc.	Don H. Ford & Associates, LLC	Master Services Agreement	1/29/15	$ -
5508	C&J Spec-Rent Services, Inc.	DONALD BOWLAND	Amendment To Independent Contractor/Consulting Agreement	6/28/16	$ -
5458	C&J Spec-Rent Services, Inc.	DONALD BOWLAND	Independent Contractor/Consulting Agreement	1/1/16	$ -
5457	C&J Spec-Rent Services, Inc.	DONALD BOWLAND	Independent Contractor Consulting Agreement	1/1/16	$ -
5469	C&J Spec-Rent Services, Inc.	DONALD K STEINMAN	Independent Contractor/Consulting Agreement	6/17/13	$ -
5498	C&J Spec-Rent Services, Inc.	DONALD K STEINMAN	Consulting Agreement	8/30/13	$ -
5470	C&J Spec-Rent Services, Inc.	Donald K. Steinman	Independent Contractor/Consulting Agreement	6/17/13	$ -
5499	C&J Spec-Rent Services, Inc.	Donald K. Steinman	Consulting Agreement	8/30/13	$ -
5982	C&J Energy Services Ltd.	DONLIN RECANO & COMPANY	ENGAGEMENT LETTER		$ -
1190	C&J Spec-Rent Services, Inc.	Dorado E&P Partners, LLC	Master Services Agreement	4/15/14	$ -
5562	CJ Holding Co.	Downhole Chemical Solutions, LLC	Vendor Agreement		$ -
1192	Total E&S, Inc.	DP TECHNOLOGY CORP.	Dp Technology Invoice	3/16/16	$ -
5486	C&J Spec-Rent Services, Inc.	DR WILLIAM R MCINTIRE	Agreement For Consulting Services	9/3/13	$ -
5487	C&J Spec-Rent Services, Inc.	Dr. William R. McIntire	Agreement For Consulting Services	9/3/13	$ -
1193	C&J Spec-Rent Services, Inc.	DRACO ENERGY INCORPORATED	Master Services Agreement	10/24/13	$ -
1196	C&J Spec-Rent Services, Inc.	DRILL2FRAC, LLC	Services Agreement	11/20/14	$ -
1195	C&J Spec-Rent Services, Inc.	DRILL2FRAC, LLC	Joint Invention Adminiistration Agreement	2/2/15	$ -
1202	C&J Spec-Rent Services, Inc.	DUTCHER & CO., INC.	Master Service Agreement & Safety Agreement	2/3/12	$ -
1203	C&J Well Services Inc.	DWAIN CARR	Brine Production Lease	2/3/84	$ -
1204	C&J Well Services Inc.	DWAIN SKROBARCEK AND WIFE, SHARON SKROBARCEK AND	Lease Agreement	11/25/05	$ -
1205	CJ Holding Co.	DynaEnergetics US, Inc.	Confidentiality Agreement	1/15/16	$ 14,210.99
1207	CJ Holding Co.	Eagle Ford Water and Disposal, LLC	Contractor'S Standard Terms And Conditions Agreement	9/17/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1208	C&J Spec-Rent Services, Inc.	EAGLE ROCK ENERGY G&P, LLC	Master Service Agreement	2/5/14	$ -
5584	CJ Holding Co.	EAP Industries, Inc.	Vendor Agreement		$ -
1209	C&J Spec-Rent Services, Inc.	EAST TEXAS EXPLORATION, LLC	Master Service And Supply Agreement	4/21/14	$ -
1210	C&J Spec-Rent Services, Inc.	EBV EXPLOSIVES ENVIRONMENTAL COMPANY	Waste Material Treatment And Disposal Agreement	7/16/14	$ -
1211	C&J Spec-Rent Services, Inc.	EBV Explosives Environmental Company, d/b/a General Dynamics Ordnance and Tactical Systems - Munition Services	Waste Material Treatment And Disposal Agreement	7/16/14	$ -
1212	C&J Spec-Rent Services, Inc.	ECLIPSE RESOURCES I, LP	Master Service Agreement	4/1/14	$ -
1213	C&J Spec-Rent Services, Inc.	Eclipse Resources Ohio, LLC	Master Service Agreement	4/1/14	$ -
1214	C&J Spec-Rent Services, Inc.	ECONOMY POLYMERS & CHEMICALS	Agreement Regarding Well Stimulation Chemicals	7/1/11	$ -
1215	C&J Well Services Inc.	EDDIE DESKIN	Recurring Payment Request	4/1/16	$ -
1217	C&J Well Services Inc.	EDDIE DESKINS	Recurring Payment	10/19/15	$ -
1216	C&J Spec-Rent Services, Inc.	Eddie Deskins	Recurring Payment Request	7/14/16	$ -
1218	C&J Well Services Inc.	Eddie Deskins - Landlord	Lease Agreement		$ -
1219	C&J Spec-Rent Services, Inc.	EDF TRADING RESOURCES, LLC	Master Service Agreement	6/1/13	$ -
1220	CJ Holding Co.	EDISON OPERATION COMPANY	Master Services Agreement		$ -
1221	C&J Spec-Rent Services, Inc.	Effective Environmental, Inc.	Master Service Agreement	2/13/15	$ -
1226	C&J Spec-Rent Services, Inc.	EL APSO ENERGY RATON CORPORATION	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1228	C&J Well Services Inc.	EL PASO E&P COMPANY, L.P.	Master Service Agreement Eppc-Msa-672	6/28/10	$ -
1227	C&J Spec-Rent Services, Inc.	EL PASO E&P COMPANY, L.P.	Amendment No. 2 Of Master Service Agreement	9/28/07	$ -
1229	C&J Spec-Rent Services, Inc.	El Paso E&P Company, LP	Master Service Agreement No. Epepc-Msa-1325	5/13/09	$ -
1230	C&J Spec-Rent Services, Inc.	EL PASO ENERGY OIL TRANSMISSION LLC	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1232	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION COMPANY	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1231	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION COMPANY	Master Service Agreement	1/20/05	$ -
1233	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION GOM INC.	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1234	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION HOLDING COMPANY	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1235	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION INTERNATIONAL CAYMAN CO.	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1236	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION OIL & GAS COMPANY	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1237	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION OIL & GAS GATHERING, L.P.	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1238	C&J Spec-Rent Services, Inc.	EL PASO PRODUCTION OIL & GAS USA, L.P.	Amendment No. 1 Of Master Service Agreement	8/12/05	$ -
1243	C&J Spec-Rent Services, Inc.	El Rucio Land & Cattle Co., Inc.	Hunting & Property Lease	9/30/15	$ -
1246	C&J Spec-Rent Services, Inc.	EL TORO RESOURCES LLC	Master Services Agreement		$ -
1245	C&J Spec-Rent Services, Inc.	EL TORO RESOURCES LLC	Master Service Agreement	1/23/15	$ -
5560	CJ Holding Co.	Element Financial Corporation	MSA, Work Orders A and B		$ -
1248	C&J Spec-Rent Services, Inc.	Element Petroleum Operating, LLC	Master Service Agreement	1/26/11	$ -
1249	CJ Holding Co.	Eleon LLC	Contractor'S Standard Terms And Conditions	12/1/15	$ -
1250	C&J Spec-Rent Services, Inc.	ELEPHANT OIL & GAS, LLC	Master Service Agreement	9/1/11	$ -
1251	C&J Spec-Rent Services, Inc.	ELEVATION RESOURCES	Contractor'S Standard Terms And Conditions	5/4/14	$ -
1252	C&J Spec-Rent Services, Inc.	ELEVATION RESOURCES LLC	Master Service Agreement	8/11/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1253	C&J Well Services Inc.	ELI WIRELINE SERVICES, LLC	Lease Assignment, Assumption And Amendment	5/31/16	$ -
1254	C&J Well Services Inc.	ELI WIRELINE SERVICES, LLC	Lease Assignment, Assumption And Amendment	5/27/16	$ -
1255	KVS Transportation, Inc.	ELK HILLS POWER, LLC	Statement Of Commerical Terms	1/1/14	$ -
1257	C&J Well Services Inc.	ELK MEADOWS RESOURCES LLC	Master Service Agreemet		$ -
1256	C&J Well Services Inc.	ELK MEADOWS RESOURCES LLC	Master Service Agreement		$ -
1258	C&J Spec-Rent Services, Inc.	ELK RESOURCES, INC.	2006 Master Work Or Service Contract	1/16/06	$ -
1259	C&J Spec-Rent Services, Inc.	ELK RIVER	Contractor'S Standard Terms And Conditions	3/11/15	$ -
1260	C&J Spec-Rent Services, Inc.	ELK RIVER RESOURCES, LLC	Contractor'S Standard Terms And Conditions	3/1/15	$ -
1261	C&J Spec-Rent Services, Inc.	ELVIRA SALMERON BALDERAS	Residential Lease	6/1/13	$ -
1263	C&J Well Services Inc.	Emily Ann Weatherby	Amendment To Disposal, Brine And Fresh Water Agreement	8/15/14	$ -
1264	C&J Well Services Inc.	EMILY ANN WEATHERBY	Recurring Payment Request	9/10/15	$ -
1266	C&J Spec-Rent Services, Inc.	EmKey Companies, LLC	Master Service Agreement	10/23/14	$ -
5339	CJ Holding Co.	Employee 999001	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5597	CJ Holding Co.	Employee 999001	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
5928	CJ Holding Co.	Employee 999002	Retirement Agreement	12/27/16	$ -
5299	CJ Holding Co.	Employee 999003	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5598	CJ Holding Co.	Employee 999004	2016 Key Employee Incentive Plan Participation Agreement	6/23/16	$ -
5314	CJ Holding Co.	Employee 999005	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5289	CJ Holding Co.	Employee 999006	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5599	CJ Holding Co.	Employee 999006	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	8/25/16	$ -
5409	C&J Corporate Services (Bermuda) Ltd.	Employee 999007	Employment Contract	3/18/16	$ -
5320	CJ Holding Co.	Employee 999008	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5601	CJ Holding Co.	Employee 999010	2016 Senior Executive Incentive Plan Participation Agreement	9/28/16	$ -
5353	CJ Holding Co.	Employee 999011	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5602	CJ Holding Co.	Employee 999011	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
5331	CJ Holding Co.	Employee 999012	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5286	CJ Holding Co.	Employee 999013	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5406	C&J Energy Services Ltd.	Employee 999014	Employment Contract	4/2/15	$ -
5405	C&J Energy Services Ltd.	Employee 999014	EMPLOYMENT CONTRACT (BERMUDA) - AMENDMENT 1	6/23/16	$ -
5926	C&J Energy Services Ltd.	Employee 999014	EMPLOYMENT CONTRACT (BERMUDA) - AMENDMENT 2	11/30/16	$ -
5603	CJ Holding Co.	Employee 999014	2016 Senior Executive Incentive Plan Participation Agreement	9/28/16	$ -
5295	CJ Holding Co.	Employee 999017	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5930	CJ Holding Co.	Employee 999017	Key Employee Contract - Amendment 1	11/30/16	$ -
5929	CJ Holding Co.	Employee 999017	Key Employee Contract	6/23/16	$ -
5336	CJ Holding Co.	Employee 999019	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5604	CJ Holding Co.	Employee 999020	2016 Key Employee Incentive Plan Participation Agreement	7/3/16	$ -
5322	CJ Holding Co.	Employee 999021	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5932	CJ Holding Co.	Employee 999021	Key Employee Contract - Amendment 1	11/30/16	$ -
5931	CJ Holding Co.	Employee 999021	Key Employee Contract	6/23/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5605	CJ Holding Co.	Employee 999021	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1		$ -
5334	CJ Holding Co.	Employee 999023	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5326	CJ Holding Co.	Employee 999024	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5934	CJ Holding Co.	Employee 999024	Key Employee Contract - Amendment 1	11/30/16	$ -
5933	CJ Holding Co.	Employee 999024	Key Employee Contract	6/23/16	$ -
5606	CJ Holding Co.	Employee 999024	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
1108	CJ Holding Co.	Employee 999026	Indemnification Agreement	6/15/16	$ -
5325	CJ Holding Co.	Employee 999026	2016 Senior Executive Incentive Plan Participation Agreement	6/23/16	$ -
5959	CJ Holding Co.	Employee 999026	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5504	C&J Spec-Rent Services, Inc.	Employee 999026	Employment Agreement	6/15/16	$ -
5974	CJ Holding Co.	Employee 999028	INDEMNIFICATION AGREEMENT - NON-EXECUTIVE DIRECTOR	2/3/11	$ -
5307	CJ Holding Co.	Employee 999029	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5607	CJ Holding Co.	Employee 999029	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1		$ -
5306	CJ Holding Co.	Employee 999030	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5935	CJ Holding Co.	Employee 999030	Key Employee Contract	6/23/16	$ -
5936	CJ Holding Co.	Employee 999030	Key Employee Contract - Amendment 1	11/30/16	$ -
5608	CJ Holding Co.	Employee 999030	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
5321	CJ Holding Co.	Employee 999031	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
1186	CJ Holding Co.	Employee 999032	Indemnification Agreement	6/14/16	$ -
5319	CJ Holding Co.	Employee 999032	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16	$ -
5960	CJ Holding Co.	Employee 999032	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 2	11/30/16	$ -
5501	C&J Spec-Rent Services, Inc.	Employee 999032	Employment Agreement	3/24/15	$ -
5502	C&J Spec-Rent Services, Inc.	Employee 999032	First Amendment To Employment Agreement	6/14/16	$ -
5609	CJ Holding Co.	Employee 999032	2016 Senior Executive Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
5402	C&J Energy Services Ltd.	Employee 999035	Employment Agreement	6/23/16	$ -
5328	CJ Holding Co.	Employee 999035	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16	$ -
5961	CJ Holding Co.	Employee 999035	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5308	CJ Holding Co.	Employee 999036	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
1340	C&J Spec-Rent Services, Inc.	Employee 999038	Rental Application For Residents And Occupants	6/2/16	$ -
5403	C&J Energy Services Ltd.	Employee 999038	Employment Agreement	6/23/16	$ -
5324	CJ Holding Co.	Employee 999038	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16	$ -
5962	CJ Holding Co.	Employee 999038	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5610	CJ Holding Co.	Employee 999038	2016 Senior Executive Incentive Plan Participation Agreement - Amendment 1	8/25/16	$ -
5330	CJ Holding Co.	Employee 999040	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
1580	C&J Spec-Rent Services, Inc.	Employee 999041	Indeminification Agreement	2/3/11	$ -
5973	CJ Holding Co.	Employee 999042	INDEMNIFICATION AGREEMENT - NON-EXECUTIVE DIRECTOR	2/3/11	$ -
5357	CJ Holding Co.	Employee 999043	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5968	CJ Holding Co.	Employee 999043	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 2	11/30/16	$ -
5612	CJ Holding Co.	Employee 999043	2016 Senior Executive Incentive Plan Participation Agreement - Amendment 1	9/2/16	$ -
5529	C&J Well Services Inc.	Employee 999043	Employment Agreement	9/26/14	$ -
5611	CJ Holding Co.	Employee 999045	2016 Key Employee Incentive Plan Participation Agreement	9/15/16	$ -
5975	CJ Holding Co.	Employee 999047	INDEMNIFICATION AGREEMENT - NON-EXECUTIVE DIRECTOR	2/3/11	$ -
5298	CJ Holding Co.	Employee 999048	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5302	CJ Holding Co.	Employee 999049	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5323	CJ Holding Co.	Employee 999051	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5938	CJ Holding Co.	Employee 999051	Key Employee Contract - Amendment 1	11/30/16	$ -
5937	CJ Holding Co.	Employee 999051	Key Employee Contract	6/23/16	$ -
5613	CJ Holding Co.	Employee 999051	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	8/29/16	$ -
5329	CJ Holding Co.	Employee 999052	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5940	CJ Holding Co.	Employee 999052	Key Employee Contract - Amendment 1	11/30/16	$ -
5939	CJ Holding Co.	Employee 999052	Key Employee Contract	6/23/16	$ -
5310	CJ Holding Co.	Employee 999053	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5293	CJ Holding Co.	Employee 999054	2016 Key Employee Incentive Plan Participation Agreement	5/2/16	$ -
5927	CJ Holding Co.	Employee 999054	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	11/18/16	$ -
5359	CJ Holding Co.	Employee 999055	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5312	CJ Holding Co.	Employee 999056	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5313	CJ Holding Co.	Employee 999057	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5288	CJ Holding Co.	Employee 999059	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5942	CJ Holding Co.	Employee 999059	Key Employee Contract - Amendment 1	11/30/16	$ -
5941	CJ Holding Co.	Employee 999059	Key Employee Contract	6/23/16	$ -
5290	CJ Holding Co.	Employee 999060	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5408	C&J Corporate Services (Bermuda) Ltd.	Employee 999062	Employment Contract	7/21/15	$ -
5943	CJ Holding Co.	Employee 999062	EMPLOYMENT CONTRACT (BERMUDA) - AMENDMENT 1	6/23/16	$ -
5970	CJ Holding Co.	Employee 999064	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 2	11/30/16	$ -
5969	CJ Holding Co.	Employee 999064	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	2/2/16	$ -
5505	C&J Spec-Rent Services, Inc.	Employee 999064	Employment Agreement	6/25/14	$ -
5305	CJ Holding Co.	Employee 999066	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16	$ -
5401	C&J Energy Services Ltd.	Employee 999066	Employment Agreement	6/15/16	$ -
5971	CJ Holding Co.	Employee 999066	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5614	CJ Holding Co.	Employee 999066	2016 Senior Executive Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
5549	C&J Spec-Rent Services, Inc.	Employee 999066	Indeminification Agreement	6/15/16	$ -
5945	CJ Holding Co.	Employee 999067	SEPARATION & RELEASE AGREEMENT	11/18/16	$ -
5318	CJ Holding Co.	Employee 999068	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5615	CJ Holding Co.	Employee 999068	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
2038	CJ Holding Co.	Employee 999069	Indemnification Agreement	2/3/11	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5946	CJ Holding Co.	Employee 999071	Key Employee Contract	6/23/16	$ -
5947	CJ Holding Co.	Employee 999071	Key Employee Contract - Amendment 1	11/30/16	$ -
5964	CJ Holding Co.	Employee 999072	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5963	CJ Holding Co.	Employee 999072	EXECUTIVE EMPLOYMENT AGREEMENT	8/22/16	$ -
5616	CJ Holding Co.	Employee 999072	2016 Senior Executive Incentive Plan Participation Agreement	8/25/16	$ -
5287	CJ Holding Co.	Employee 999074	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5301	CJ Holding Co.	Employee 999075	2016 Senior Executive Incentive Plan Participation Agreement	5/5/16	$ -
5389	C&J Energy Services, Inc.	Employee 999075	Employee Confidentiality, Non-Disclosure, Intellectual Property, Non-Solicitation And Non-Competition Agreement	10/8/12	$ -
5404	C&J Energy Services Ltd.	Employee 999075	Employment Agreement	6/23/16	$ -
5972	CJ Holding Co.	Employee 999075	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5617	CJ Holding Co.	Employee 999075	2016 Senior Executive Incentive Plan Participation Agreement - Amendment 1	8/25/16	$ -
5360	CJ Holding Co.	Employee 999076	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5292	CJ Holding Co.	Employee 999077	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5977	CJ Holding Co.	Employee 999078	INDEMNIFICATION AGREEMENT	2/3/11	$ -
5354	CJ Holding Co.	Employee 999079	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5619	CJ Holding Co.	Employee 999080	2016 Senior Executive Incentive Plan Participation Agreement	9/28/16	$ -
5337	CJ Holding Co.	Employee 999081	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5949	CJ Holding Co.	Employee 999082	Key Employee Contract - Amendment 1	11/30/16	$ -
5948	CJ Holding Co.	Employee 999082	Key Employee Contract	6/23/16	$ -
5621	CJ Holding Co.	Employee 999082	2016 Senior Executive Incentive Plan Participation Agreement	9/28/16	$ -
5951	CJ Holding Co.	Employee 999084	Key Employee Contract - Amendment 1	11/30/16	$ -
5950	CJ Holding Co.	Employee 999084	Key Employee Contract	6/23/16	$ -
5623	CJ Holding Co.	Employee 999084	2016 Senior Executive Incentive Plan Participation Agreement	9/28/16	$ -
5285	CJ Holding Co.	Employee 999085	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5315	CJ Holding Co.	Employee 999086	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5358	CJ Holding Co.	Employee 999087	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5953	CJ Holding Co.	Employee 999087	Key Employee Contract - Amendment 1	11/30/16	$ -
5952	CJ Holding Co.	Employee 999087	Key Employee Contract	6/23/16	$ -
5625	CJ Holding Co.	Employee 999087	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1		$ -
5304	CJ Holding Co.	Employee 999088	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5954	CJ Holding Co.	Employee 999088	Key Employee Contract	6/23/16	$ -
5955	CJ Holding Co.	Employee 999088	Key Employee Contract - Amendment 1	11/30/16	$ -
5976	CJ Holding Co.	Employee 999090	INDEMNIFICATION AGREEMENT	2/3/11	$ -
5297	CJ Holding Co.	Employee 999093	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5631	CJ Holding Co.	Employee 999094	2016 Key Employee Incentive Plan Participation Agreement		$ -
5627	CJ Holding Co.	Employee 999094	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1	6/24/16	$ -
5966	CJ Holding Co.	Employee 999095	EXECUTIVE EMPLOYMENT AGREEMENT - AMENDMENT 1	11/30/16	$ -
5965	CJ Holding Co.	Employee 999095	EXECUTIVE EMPLOYMENT AGREEMENT	10/6/16	$ -
5628	CJ Holding Co.	Employee 999095	2016 Senior Executive Incentive Plan Participation Agreement	10/6/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5629	CJ Holding Co.	Employee 999096	2016 Key Employee Incentive Plan Participation Agreement	7/3/16	$ -
5327	CJ Holding Co.	Employee 999097	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5630	CJ Holding Co.	Employee 999097	2016 Key Employee Incentive Plan Participation Agreement - Amendment 1		$ -
5333	CJ Holding Co.	Employee 999098	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5311	CJ Holding Co.	Employee 999099	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
5958	CJ Holding Co.	Employee 999099	Key Employee Contract - Amendment 1	11/30/16	$ -
5957	CJ Holding Co.	Employee 999099	Key Employee Contract	6/23/16	$ -
5296	CJ Holding Co.	Employee 999100	2016 Key Employee Incentive Plan Participation Agreement	5/5/16	$ -
1267	C&J Well Services Inc.	ENABLE MIDSTREAM PARTNERS, LP	Master Professional Services Agreement (Msa)	3/4/15	$ -
1268	CJ Holding Co.	ENCANA CORPORATION	Agreement To Adopt Master Well Service Contract	11/19/15	$ -
1271	C&J Spec-Rent Services, Inc.	ENCANA OIL & GAS (USA) INC.	Master Service Agreement	10/2/06	$ -
1270	C&J Spec-Rent Services, Inc.	ENCANA OIL & GAS (USA) INC.	Master Service Agreement	5/3/06	$ -
1269	CJ Holding Co.	ENCANA OIL & GAS (USA) INC.	Master Service Agreement	10/2/06	$ -
1272	C&J Spec-Rent Services, Inc.	Encore Operating, LP	Master Work/Service Agreement	4/17/09	$ -
1276	C&J Well Services Inc.	ENDEAVOR ENERGY RESOURCES, L.P.	Master Service Agreement	11/24/08	$ -
1275	C&J Spec-Rent Services, Inc.	ENDEAVOR ENERGY RESOURCES, L.P.	Master Service Agreement	2/16/12	$ -
1274	C&J Spec-Rent Services, Inc.	ENDEAVOR ENERGY RESOURCES, L.P.	Master Service Agreement	11/24/08	$ -
1273	CJ Holding Co.	ENDEAVOR ENERGY RESOURCES, L.P.	Master Service Agreement	11/24/08	$ -
1277	C&J Spec-Rent Services, Inc.	ENDEAVOR NATURAL GAS LP	Master Service Agreement	3/26/12	$ -
5430	C&J Spec-Rent Services, Inc.	ENDER KAZAN	Consulting Agreement	1/7/14	$ -
5452	C&J Spec-Rent Services, Inc.	Ender Kazan, Desird Design R&D Co., Ltd.	Consulting Agreement	1/7/14	$ -
1278	C&J Spec-Rent Services, Inc.	Enduring Resources II, LLC	Master Service And Supply Agreement Onshore United States Form	3/3/14	$ -
1280	C&J Spec-Rent Services, Inc.	ENDURING RESOURCES, LLC	Master Service And Supply Agreement	1/20/06	$ -
1279	C&J Spec-Rent Services, Inc.	Enduring Resources, LLC	Master Service And Supply Agreement Onshore United States Form	3/3/14	$ -
1285	Total E&S, Inc.	ENDURO OPERATING LLC	Master Work/Service Agreement	10/16/14	$ -
1284	C&J Spec-Rent Services, Inc.	ENDURO OPERATING LLC	Master Work/Service Agreement	10/16/14	$ -
1283	Tellus Oilfield Inc.	ENDURO OPERATING LLC	Master Work/Service Agreement	10/16/14	$ -
1282	Mobile Data Technologies Ltd.	ENDURO OPERATING LLC	Master Work/Service Agreement	10/16/14	$ -
1281	Blue Ribbon Technology Inc.	ENDURO OPERATING LLC	Master Work/Service Agreement	10/16/14	$ -
1288	C&J Spec-Rent Services, Inc.	Energen Resources Corporation	Master Services Agreement	6/23/14	$ -
1287	C&J Spec-Rent Services, Inc.	ENERGEN RESOURCES CORPORATION	Master Services Agreement	6/23/14	$ -
1286	C&J Spec-Rent Services, Inc.	ENERGEN RESOURCES CORPORATION	Master Services Agreement	6/23/14	$ -
1289	C&J Spec-Rent Services, Inc.	Energy & Exploration Partners Operating, L.P.	Master Services Agreement	11/19/13	$ -
1290	CJ Holding Co.	ENERGY ASSOCIATES, INC.	Master Services Agreement	4/14/15	$ -
1293	C&J Spec-Rent Services, Inc.	ENERGY CONTRACTORS, LLC	Lease Agreement	11/1/10	$ -
1292	C&J Spec-Rent Services, Inc.	ENERGY CONTRACTORS, LLC	Lease Agreement	6/30/08	$ -
1294	C&J Well Services Inc.	ENERGY EQUITY CO.	Modified Version Of Association Of Energy Service Companies Msa	2/23/12	$ -
1295	C&J Spec-Rent Services, Inc.	ENERGY PRODUCTION CORPORATION	Master Service Agreement	11/16/10	$ -
1296	C&J Spec-Rent Services, Inc.	Enerplus Resources	Email Corrspondances	8/4/14	$ -
1297	C&J Spec-Rent Services, Inc.	Enerplus Resources (USA) Corporation	Master Service Agreement	9/27/10	$ -
1298	C&J Spec-Rent Services, Inc.	ENERQUEST OIL & GAS LLC	Master Services Agreement	11/9/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1299	C&J Spec-Rent Services, Inc.	ENERSAFE, INC.	Amendment To Master Service Contract	9/9/14	$ -
1300	C&J Spec-Rent Services, Inc.	ENERSAFE, INC.	Master Service Contract	9/2/14	$ -
1301	C&J Spec-Rent Services, Inc.	ENERSCIENCES HOLDINGS	Non-Analysis Agreement	8/24/15	$ -
1302	C&J Spec-Rent Services, Inc.	ENERSCIENCES HOLDINGS, LLC	Non-Analysis Agreement	8/24/15	$ -
1305	C&J Spec-Rent Services, Inc.	ENERVEST OPERATING, L.L.C.	Master Service Agreement	3/8/12	$ -
1304	C&J Spec-Rent Services, Inc.	ENERVEST OPERATING, L.L.C.	Master Service Agreement	10/6/11	$ -
1303	C&J Spec-Rent Services, Inc.	ENERVEST OPERATING, L.L.C.	Master Service Contract	1/4/12	$ -
1308	C&J Well Services Inc.	ENERVEST OPERATING, LLC	Master Service Agreement	11/6/13	$ -
1307	C&J Spec-Rent Services, Inc.	ENERVEST OPERATING, LLC	Master Service Agreement	11/17/14	$ -
1306	C&J Spec-Rent Services, Inc.	ENERVEST OPERATING, LLC	Master Service Agreement	11/17/14	$ -
1310	C&J Well Services Inc.	Entech Consulting Corporation	Master Service Agreement	11/30/11	$ 61,150.51
1311	C&J Well Services Inc.	Enterprise Products	Consent To Assignment (Rev. 03/11)	12/3/15	$ -
1312	CJ Holding Co.	ENVIRO ENERGY SERVICES, LLC.	Master Services Agreement	6/24/15	$ -
5440	C&J Spec-Rent Services, Inc.	Enviropro Consulting Services, Inc.	Consulting Agreement	10/16/13	$ -
1316	C&J Spec-Rent Services, Inc.	EOG RESOURCES INC	Master Service Contract	11/30/05	$ -
1317	C&J Spec-Rent Services, Inc.	EOG RESOURCES, INC.	Master Service Contract	7/16/02	$ -
1322	C&J Spec-Rent Services, Inc.	EP ENERGY E & P COMPANY LP	Amendment No. 4 To Master Services Agreement No. Eppc-Msa-672	3/3/14	$ -
1323	CJ Holding Co.	EP ENERGY E&P COMPANY, L.P.	Amendment No. 5 To Master Service Agreement	1/20/05	$ -
1325	C&J Spec-Rent Services, Inc.	EP ENERGY E&P COMPANY, LP	Amendment No. 4 To Master Service Agreement	6/4/14	$ -
1324	C&J Spec-Rent Services, Inc.	EP ENERGY E&P COMPANY, LP	Notification Award	4/1/16	$ -
1326	C&J Well Services Inc.	EQT CORPORATION	Establish Separate Master Services Agreement With Eqt Gathering, Llc	12/14/15	$ -
1328	C&J Spec-Rent Services, Inc.	EQT PRODUCTION COMPANY	Master Services Agreement	1/6/14	$ -
1329	C&J Well Services Inc.	EQT PRODUCTION COMPANY	Third Amendment To Master Services Agreement	9/29/15	$ -
1327	C&J Spec-Rent Services, Inc.	EQT Production Company	Master Service Agreement	1/10/14	$ -
5443	C&J Spec-Rent Services, Inc.	EQT PRODUCTION TEXAS, LLC	New Agreement	6/18/14	$ -
1330	C&J Well Services Inc.	ERG OPERATING COMPANY, LLC	Master Service Agreement	5/2/16	$ -
1331	C&J Spec-Rent Services, Inc.	Ergon Energy Associates, LLC	Contractor'S Standard Terms And Conditions	3/9/15	$ -
1333	C&J Spec-Rent Services, Inc.	ERSKIN ENERGY, LLC	Master Service Agreement	7/27/05	$ -
1335	C&J Spec-Rent Services, Inc.	ERSKINE OPERATING LLC	Master Service Agreement	5/29/06	$ -
1334	C&J Spec-Rent Services, Inc.	ERSKINE OPERATING LLC	Master Service Agreement	5/29/06	$ -
1337	C&J Spec-Rent Services, Inc.	ESCONDIDO RESOURCES II, LLC	Master Service And Supply Agreement	6/29/09	$ -
1336	C&J Spec-Rent Services, Inc.	ESCONDIDO RESOURCES II, LLC	Master Service And Supply Agreement	12/12/10	$ -
5981	C&J Energy Services Ltd.	EVERCORE GROUP LLC	ENGAGEMENT LETTER		$ -
1339	CJ Holding Co.	Everest Resource Company	Master Services Agreement	12/29/15	$ -
1342	Total E&S, Inc.	EVOLUTION WELL SERVICES, LLC.	Field Test Agreement	8/4/15	$ -
1343	C&J Spec-Rent Services, Inc.	EXCALIBUR RESOURCES, LLC	Master Service Agreement	3/9/14	$ -
1344	CJ Holding Co.	EXCALIBUR WELL SERVICES CORP	Master Services Agreement	12/15/15	$ -
1345	Total E&S, Inc.	EXCLAIMER LTD	Exclaimer Maintenance Agreement	12/27/13	$ -
1346	C&J Spec-Rent Services, Inc.	EXCO RESOURCES (PA), INC.	Master Service And Supply Agreement	12/9/10	$ -
1347	C&J Spec-Rent Services, Inc.	EXCO RESOURCES INC	Master Service And Supply Agreement	12/9/10	$ -
1348	C&J Spec-Rent Services, Inc.	EXCO/HGI GP, LLC	Master Service And Supply Agreement Onshore Form	10/17/13	$ -
1349	C&J Spec-Rent Services, Inc.	EXCO/HGI JV ASSETS, LLC	Master Service And Supply Agreement Onshore Form	10/17/13	$ -
1350	C&J Spec-Rent Services, Inc.	EXCO/HGI PRODUCTION PARTNERS, LP	Master Service And Supply Agreement Onshore Form	10/17/13	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1351	C&J Spec-Rent Services, Inc.	EXL PETROLEUM L.P.	Master Service Agreement	3/20/12	$ -
1352	CJ Holding Co.	EXL. PETROLEUM OPERATING INC.	Master Service Agreement	10/26/15	$ -
5367	CJ Holding Co.	EXPERT STAFFING, INC.	Contingency Search Fee Agreement	1/5/15	$ -
5366	CJ Holding Co.	EXPERT STAFFING, INC.	Temporary/Contract Staffing Agreement	1/5/16	$ -
1354	C&J Energy Services, Inc.	EXPLORE INFORMATION SERVICES, LLC	Supervision Subscription Service Agreement	2/22/16	$ -
1358	C&J Energy Services, Inc.	EXPRESS SCRIPTS	2016 Pbm Agreement Service Addendum	11/18/15	$ -
1357	C&J Spec-Rent Services, Inc.	EXPRESS SCRIPTS	2016 Pbm Agreement Service Addendum	1/1/16	$ -
1359	C&J Spec-Rent Services, Inc.	EXTRACTION OIL & GAS, LLC	Master Services Agreement	1/20/15	$ -
1361	C&J Spec-Rent Services, Inc.	EXXONMOBIL GLOBAL SERVICES COMPANY	Standard Procurement Agreement For Upstream Services With Incidental Goods	12/1/10	$ -
1364	C&J Well Services Inc.	F DWAIN SKROBARCEK AND WIFE SHARON F. SKROBARCEK AND	Lease Agreement	10/5/15	$ -
1367	C&J Well Services Inc.	F. Dwain Skrobarcek	Lease Agreement	3/1/01	$ -
1366	C&J Well Services Inc.	F. Dwain Skrobarcek	Lease Amendment	2/3/11	$ -
1365	CJ Holding Co.	F. Dwain Skrobarcek	Extension Of Lease Agreement		$ -
1372	CJ Holding Co.	Fairway Resources Operating, LLC and Its Affiliates	Master Service Agreement - Fairway Resources Operating, Llc And Its Affiliates	11/16/11	$ -
1373	C&J Spec-Rent Services, Inc.	FAIRWAYS EXPLORATION AND PRODUCTION, LLC	Master Service Agreement	2/1/10	$ -
1374	C&J Spec-Rent Services, Inc.	FASKEN OIL AND RANCH LTD	Master Service/Sales Agreement	4/23/14	$ -
1375	C&J Spec-Rent Services, Inc.	FASKEN OIL AND RANCH, LTD	Master Service/Sales Agreement	10/13/10	$ -
1377	C&J Spec-Rent Services, Inc.	FELIX AND LILLIAN REAL	Lease Agreement	2/1/14	$ -
1376	C&J Spec-Rent Services, Inc.	Felix and Lillian Real	Lease Agreement	2/1/14	$ -
1378	CJ Holding Co.	FELIX ENERGY HOLDINGS II LLC	Agreement To Adopt Master Service Agreement	7/19/16	$ -
1379	C&J Spec-Rent Services, Inc.	FELIX ENERGY, LLC	Master Services Agreement	4/21/14	$ -
1380	C&J Energy Services, Inc.	Fibertown	Data Center Services Agreement		$ 28,835.77
1381	C&J Energy Services, Inc.	Fibertown Houston, LLC	Co-Location License Agreement		$ -
1383	CJ Holding Co.	FIDELITY EXPLORATION & PRODUCTION COMPANY	Amendment #1	6/2/15	$ -
1384	C&J Spec-Rent Services, Inc.	FIDELITY EXPLORATION & PRODUCTION COMPANY	Amendment #1	6/2/15	$ -
1382	C&J Spec-Rent Services, Inc.	FIDELITY EXPLORATION & PRODUCTION COMPANY	Amendment #1	6/2/15	$ -
1385	C&J Spec-Rent Services, Inc.	FIDELITY EXPLORATION & PRODUCTION COMPANY	Master Services Agreement	6/5/13	$ -
1386	CJ Holding Co.	FIDELITY MANAGEMENT & RESEARCH COMPANY	Volume Submitter Defined Contribution Plan	1/1/16	$ -
1387	CJ Holding Co.	FIDELITY MANAGEMENT TRUST COMPANY	Fidelity Investments Retirement Plan Service Agreement	12/1/15	$ -
1388	C&J Well Services Inc.	FIML NATURAL RESOURCES LLC	Master Service Agreement	8/24/12	$ -
1390	C&J Well Services Inc.	FIML NATURAL RESOURCES, LLC	Modified Version Of The Aesc Master Service Agreement	2/8/06	$ -
1389	C&J Spec-Rent Services, Inc.	FIML NATURAL RESOURCES, LLC	Master Service Agreement	2/23/14	$ -
1391	CJ Holding Co.	Finley Resources Inc.	Master Service Agreement	1/4/16	$ -
1393	C&J Energy Services, Inc.	FIRE & LIFE SAFETY AMERICA, INC.	Flsa Proposal	9/22/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1392	C&J Energy Services, Inc.	FIRE & LIFE SAFETY AMERICA, INC.	Flsa Proposal	4/20/15	$ -
1394	C&J Energy Services, Inc.	FIRE & LIFE SAFETY AMERICA, INC.	Alarm Monitoring Services Agreement	4/25/11	$ -
1395	C&J Spec-Rent Services, Inc.	FIRE & LIFE SAFETY AMERICA, INC.	Flsa Proposal Agreement	11/14/14	$ -
1396	C&J Energy Services, Inc.	FIRE & LITE SAFETY AMERICA, INC.	3990 Rogerdale - Contract Assignment	3/10/15	$ -
1397	C&J Spec-Rent Services, Inc.	FIREWHEEL OPERATING, LLC	Master Service/Sales Agreement	1/14/14	$ -
1400	Total E&S, Inc.	FIRST-SHRED, LLC.	Associated Service Agreement	8/12/14	$ -
5724	C&J Spec-Rent Services, Inc.	FishLips LLC	Lease Addendum		$ -
1402	C&J Spec-Rent Services, Inc.	Fishlips, LLC	Lease Addendum	5/23/12	$ -
1401	C&J Spec-Rent Services, Inc.	FISHLIPS, LLC	Lease Agreement	10/30/11	$ -
1403	C&J Spec-Rent Services, Inc.	FIVE-J.A.B., INC	Master Services Agreement	11/6/14	$ -
1404	C&J Spec-Rent Services, Inc.	FIVE-J.A.B., INC.	Master Services Agreement	11/6/14	$ -
1405	C&J Spec-Rent Services, Inc.	FIVESTONES ENERGY LLC	Master Service Agreement	8/26/11	$ -
1406	CJ Holding Co.	FLETCHER PETROLEUM CORP.	Contract Agreement	4/12/16	$ -
1410	C&J Spec-Rent Services, Inc.	FloCO2 Ltd.	Lease Agreement	3/14/12	$ -
1414	C&J Spec-Rent Services, Inc.	FORD MOTOR COMPANY	Ford 2016 Program Year Competitive Price Allowance Program Terms And Conditions	4/8/16	$ -
1417	C&J Spec-Rent Services, Inc.	FOREST OIL CORPORATION	Master Service Contract	2/14/07	$ -
1416	C&J Spec-Rent Services, Inc.	FOREST OIL CORPORATION	Master Service Contract	12/10/07	$ -
1418	C&J Spec-Rent Services, Inc.	Forge Energy, LLC	Master Service Agreement	1/20/14	$ -
1419	C&J Spec-Rent Services, Inc.	FORTSON OIL COMPANY	Master Worker/Service Agreement	12/2/11	$ -
1420	CJ Holding Co.	Forum Energy Technologies, Inc.	Trademark License Agreement	5/26/15	$ -
1421	C&J Spec-Rent Services, Inc.	FOUNDATION ENERGY MANAGEMENT, L.L.C.	Master Service Agreement		$ -
1422	CJ Holding Co.	FOUNDERS OIL & GAS OPERATING, LLC	Master Service Agreement	2/3/16	$ -
1423	C&J Spec-Rent Services, Inc.	FOUR POINT ENERGY, LLC	Master Service Agreement	9/22/14	$ -
1424	C&J Spec-Rent Services, Inc.	FOURPOINT ENERGY, LLC	Master Service Agreement	9/22/14	$ -
1427	C&J Well Services Inc.	Francis Seymour and Monty Seymour	Commercial Lease	11/5/15	$ -
1429	C&J Well Services Inc.	FRED AND GEORGINE BARBER	Lease Assignment, Assumption And Amendment	5/27/16	$ -
1431	CJ Holding Co.	FREEPORT-MCMORAN OIL & GAS LLC.	Amendment To Master Service Agreement	10/1/15	$ -
5980	C&J Energy Services Ltd.	FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP	ENGAGEMENT LETTER		$ -
5568	CJ Holding Co.	Fritz	MSA and Commercial Terms		$ -
1436	Mobile Data Technologies Ltd.	FUELHAWK EQUIPMENT LTD.	Commercial Sublease Agreement	9/2/15	$ -
1435	Mobile Data Technologies Ltd.	FUELHAWK EQUIPMENT LTD.	Commercial Sublease Agreement	9/2/15	$ -
5676	Mobile Data Technologies Ltd.	Fuelhawk Equipment Ltd.	Sublease		$ -
1437	C&J Spec-Rent Services, Inc.	FUTURE PETROLEUM COMPANY, LLC	Master Service Agreement	4/10/12	$ -
1439	C&J Well Services Inc.	G & G TONG RENTAL INC	Rental Amendment 1	6/1/99	$ -
1438	C&J Well Services Inc.	G & G TONG RENTAL INC	Letter/ Facilities Lease	11/25/02	$ -
5770	C&J Well Services Inc.	G&G Tong Rental	Rental Amendment		$ -
1441	C&J Well Services Inc.	G&G TONG RENTAL , INC.	Rental Amendment 3	10/17/00	$ -
1442	C&J Well Services Inc.	G&G Tong Rental, Inc	Rental Amendment No. 2	1/1/00	$ -
1443	C&J Well Services Inc.	G&G Tong Rental, Inc	Rental Amendment	11/29/10	$ -
1446	C&J Well Services Inc.	G&G Tong Rental, Inc.	Facilities Lease	1/16/98	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1445	C&J Well Services Inc.	G&G TONG RENTAL, INC.	Recurring Payment Request	4/1/16	$ -
1444	C&J Well Services Inc.	G&G TONG RENTAL, INC.	Recurring Payment Request	10/13/15	$ -
1447	C&J Well Services Inc.	G&G TONG RENTAL,INC	Via Certified Mail Return Receipt Requested	10/12/15	$ -
1448	CJ Holding Co.	G&H DIVERSIFIED	Contractor'S Standard Terms And Conditions - Testing	10/30/15	$ -
1450	C&J Well Services Inc.	G&R CUSTOM METALS	Lease Agreement	4/7/09	$ -
1449	C&J Spec-Rent Services, Inc.	G&R CUSTOM METALS	Lease Agreement	4/16/10	$ -
1440	C&J Well Services Inc.	G&R CUSTOM METALS	Lease	8/1/07	$ -
1454	C&J Well Services Inc.	G.A.L. Land Company	Modification And Amendment Of Lease Agreement		$ -
1453	C&J Well Services Inc.	G.A.L. LAND COMPANY	Lease Agreement	5/7/07	$ -
1452	CJ Holding Co.	G.A.L. LAND COMPANY	Lease Agreement	6/14/16	$ -
1451	CJ Holding Co.	G.A.L. LAND COMPANY	Lease Agreement	6/14/16	$ -
5706	C&J Well Services Inc.	G.A.L. Land Company	Lease Amendment		$ -
1456	C&J Spec-Rent Services, Inc.	Gables Corporate Accommodations	Lease Agreement	6/25/15	$ -
1457	C&J Spec-Rent Services, Inc.	GAITHER PETROLEUM CORPORATION	Master Service Agreement	9/26/13	$ -
1459	C&J Well Services Inc.	GAL LAND COMPANY	Lease Agreement	9/1/15	$ -
1458	C&J Spec-Rent Services, Inc.	GAL LAND COMPANY	Lease Agreement	3/16/15	$ -
1460	C&J Energy Services, Inc.	GALLAGHER BENEFIT SERVICES (CANADA) GROUP, INC.	Benefits Consulting Services Agreement	2/26/16	$ 74,444.43
1461	C&J Energy Services, Inc.	GALLAGHER BENEFIT SERVICES, INC.	Broker Of Record Authorization	6/12/15	$ -
5434	C&J Spec-Rent Services, Inc.	GALLAGHER BENEFIT SERVICES, INC.	Consulting Agreement	6/15/15	$ -
1462	Total E&S, Inc.	GANSBURY SQUARE PARTNERS, LLC	Texas Association Of Realtors		$ -
1465	CJ Holding Co.	GARDEN GULCH LLC	Master Service Agreement	8/31/15	$ -
1467	C&J Energy Services Ltd.	GARDNER DENVER, INC.	Exclusivity Extension	7/13/16	$ -
1468	C&J Energy Services Ltd.	GARDNER DENVER, INC.	Exclusivity Extension	7/13/16	$ -
1466	C&J Energy Services Ltd.	GARDNER DENVER, INC.	Notice Of End Date Extension	6/24/16	$ -
1469	C&J Energy Services Ltd.	GARDNER DENVER, INC.	Letter Agreement Regarding Commercial Transaction	5/27/16	$ -
1470	C&J Spec-Rent Services, Inc.	GARY & JANE WILSON	Lease Agreement	11/1/14	$ -
1471	C&J Spec-Rent Services, Inc.	Gary and Jane Wilson	Lease Assignment, Assumption And Amendment	7/15/14	$ -
1475	C&J Spec-Rent Services, Inc.	GARY OR JANE WILSON	Lease Assignment, Assumption And Amendment	7/1/14	$ -
1478	C&J Spec-Rent Services, Inc.	Gary Wilson	Lease Assignment, Assumption And Amendment	7/15/14	$ -
1476	C&J Spec-Rent Services, Inc.	Gary Wilson	Lease Agreement	9/8/14	$ -
1483	C&J Spec-Rent Services, Inc.	GASTAR EXPLORATION LTD	Master Service Agreement	6/12/07	$ -
1484	C&J Spec-Rent Services, Inc.	GASTAR EXPLORATION TEXAS LP	Master Service Agreement	3/12/07	$ -
1487	C&J Spec-Rent Services, Inc.	GCEA, LLC	Master Service Agreement	3/1/03	$ -
5555	CJ Holding Co.	General Dynamics	Waste Material Treatment & Disposal Agreement		$ -
1494	CJ Holding Co.	GEOSOUTHERN ENERGY CORPORATION	Master Service Agreement	1/15/16	$ -
1495	CJ Holding Co.	GeoSouthern Energy Corporation	Master Service Agreement		$ -
1496	CJ Holding Co.	GEOSTOCK SANDIA LLC	Amendment To Master Services Agreement 2016-001	1/13/16	$ -
1498	C&J Spec-Rent Services, Inc.	Geostock U.S., LLC	Master Services Agreement	2/24/15	$ -
1497	C&J Spec-Rent Services, Inc.	GEOSTOCK U.S., LLC	Master Services Agreement	2/24/15	$ -
1499	CJ Holding Co.	GEP Haynesville, LLC	Master Service Agreement	6/9/14	$ -
1500	C&J Spec-Rent Services, Inc.	GES Gladiator Energy Services Texas, LLC	Master Services Agreement	2/18/15	$ -
1503	C&J Spec-Rent Services, Inc.	GIMMAL LLC	Gimmal Software Master Agreement	4/1/15	$ 29,351.25

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1504	C&J Spec-Rent Services, Inc.	GLOBAL ENERGY SERVICES, LLC	Master Services Agreement	10/31/14	$ -
1505	C&J Spec-Rent Services, Inc.	GLOBAL RESOURCE PRODUCTS, INC.	Global Supply Agreement	3/1/15	$ -
1506	C&J Well Services Inc.	GLOBAL SUPPLY CHAIN MANAGEMENT	Recurring Payment Request	9/30/15	$ -
5551	CJ Holding Co.	Global Tubing	MSA and Commercial Terms		$ -
1507	C&J Energy Services, Inc.	GLOBAL TUBING LLC	Amendment No. 1 To Master Services Agreement	3/1/15	$ 603,740.52
1508	C&J Energy Services, Inc.	GLOBAL TUBING LLC	Amendment No. 1 To Master Services Agreement	3/1/15	$ -
1509	C&J Spec-Rent Services, Inc.	GLOBAL TUBING,LLC	Master Service Agreement	5/1/14	$ -
1511	C&J Well Services Inc.	GLORIA AND KENNETH ZIMMERMAN	Lease Agreement	6/1/14	$ -
1510	C&J Well Services Inc.	Gloria and Kenneth Zimmerman	Recurring Payment Request Pa-Sl-6333	6/1/15	$ -
1512	C&J Well Services Inc.	GLORIA ZIMMERMAN	Amendment Letter To Commercial Gross Lease	6/1/15	$ -
1513	C&J Spec-Rent Services, Inc.	GMT EXPLORATION	Master Services Agreement	8/23/13	$ -
1514	C&J Spec-Rent Services, Inc.	GMX RESOURCES INC	Master Services Agreement	11/4/13	$ -
1515	CJ Holding Co.	GNL ASSET MANAGEMENT	Notice Regarding Change In Ownership	7/16/15	$ -
5436	C&J Spec-Rent Services, Inc.	Golder Associates, Inc.	Consulting Agreement	7/24/14	$ -
5582	CJ Holding Co.	Golder Associates, Inc.	Vendor Agreement		$ -
1517	C&J Well Services Inc.	GOLDSTON OIL CORPORATION	Amendment To Master Service Contract	1/19/16	$ -
1516	C&J Spec-Rent Services, Inc.	GOLDSTON OIL CORPORATION	Master Service Contract	10/30/06	$ -
1518	C&J Spec-Rent Services, Inc.	Goodrich Petroleum Company, L.L.C.	Master Service Agreement Between Goodrich Petroleum Company, L.L.C And C&J Spec	4/27/07	$ -
1520	C&J Spec-Rent Services, Inc.	Gordy Lynch	Commercial Saltwater Disposal Well Lease Agreement	5/16/05	$ -
5779	C&J Well Services Inc.	Gordy Lynch and Iris Lynch	Assignment of SWD		$ -
1523	C&J Spec-Rent Services, Inc.	GOTCHA SELF STORAGE & RENTALS, LLC	Lease Agreement	8/15/12	$ -
1524	C&J Spec-Rent Services, Inc.	Gotcha Self Storage & Rentals,LLC	Lease Agreement	8/31/12	$ -
1525	Total E&S, Inc.	GRANBURY SQUARE PARTNERS LLC	Commercial Lease Addendum For Expense Reimbursement		$ -
1527	Total E&S, Inc.	GRANBURY SQUARE PARTNERS, LLC	Commercial Lease Agreement	8/1/14	$ -
1526	C&J Energy Services, Inc.	Granbury Square Partners, LLC	Commercial Lease		$ -
1528	Total E&S, Inc.	Granbury Square Plaza	Texas Association Of Realtors Commercial Lease	5/1/14	$ -
1529	Total E&S, Inc.	GRANDBURY SQUARE PARTNERS LLC	Commercial Lease	6/15/14	$ -
1531	C&J Spec-Rent Services, Inc.	GREAT AMERICA LEASING CORPORATION	Leasing Agreement	3/27/14	$ -
1534	CJ Holding Co.	GREAT BAY OPERATIONS, LLC.	Master Service Agreement	3/1/15	$ -
1535	C&J Spec-Rent Services, Inc.	GREAT WESTERN DRILLING COMPANY	Master Service Agreement	5/8/12	$ -
1537	C&J Spec-Rent Services, Inc.	GREATAMERICA FINANCIAL SERVICES CORPORATION	Fianancial Servicesagreement	11/21/13	$ -
5792	Total E&S, Inc.	GreatAmerica Financial Services Corporation	Agreement	9/23/14	$ -
5791	Total E&S, Inc.	GreatAmerica Financial Services Corporation	Agreement	10/28/13	$ -
1542	C&J Spec-Rent Services, Inc.	GREATAMERICA LEASING CORPORATION	Agreement	4/22/13	$ -
1541	C&J Spec-Rent Services, Inc.	GREATAMERICA LEASING CORPORATION	Agreement	4/22/13	$ -
1548	C&J Spec-Rent Services, Inc.	GREEN MOUNTAIN ENERGY COMPANY	Energy Service Agreement	4/21/15	$ 34,033.92
1549	CJ Holding Co.	Greenberg Traurig LLP	Greenberg Traurig - Legal Services Agreement	5/13/13	$ -
5533	Total E&S, Inc.	GREENVILLE 4A ECONOMIC DEVELOPEMENT CORPORATION, INC.	Amendment To Completion Agreement	6/21/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5671	Total E&S, Inc.	GREENVILLE ECONOMIC DEVELOPMENT CORP	NOTICE OF CONFIDENTIALITY RIGHTS	9/1/15	$ -
1554	Total E&S, Inc.	GREENVILLE ECONOMIC DEVELOPMENT CORPORATION	Temporary Detention Pond And Stormwater Drainange Easement Agreement	12/3/14	$ -
1555	Total E&S, Inc.	Greenville economic development corporation inc	Agreement For Construction Of Perimeter Security Fense	7/31/15	$ -
1556	KVS Transportation, Inc.	GREER'S BANNER AIR OF BAKERSFIELD, INC.	Independent Contractor Agreement	6/20/11	$ -
5482	C&J Spec-Rent Services, Inc.	GREG JOHNSON	Independent Contractor/Consulting Agreement	1/31/16	$ -
5464	C&J Spec-Rent Services, Inc.	Gregory A. Whiting	Consulting Agreement	6/24/15	$ -
5463	C&J Spec-Rent Services, Inc.	GREGORY A. WHITING	Consulting Agreement	6/24/15	$ -
5483	C&J Spec-Rent Services, Inc.	GREGORY JOHNSON	Independent Contractor/Consulting Agreement	1/27/16	$ -
1557	C&J Well Services Inc.	GREKA OIL & GAS INC.	Drilling Bid Propsal And Daywork Drilling Contract - U.S.	8/31/07	$ -
1559	CJ Holding Co.	GREYSTONE OIL & GAS LLP	Master Service Agreement	11/2/15	$ -
1561	C&J Well Services Inc.	GRIFFITH STEEL	Lease Agreement	6/19/14	$ -
1560	C&J Well Services Inc.	GRIFFITH STEEL	Amendment To Master Lease Packet	8/1/11	$ -
1562	C&J Well Services Inc.	Griffith Steel	Lease Extension Request	7/23/13	$ -
5772	C&J Well Services Inc.	Griffith Steel	Lease Extension		$ -
5766	C&J Well Services Inc.	Griffith Steel	Lease Extension		$ -
5707	C&J Well Services Inc.	Griffith Steel	Lease		$ -
5717	C&J Well Services Inc.	Griffith Steel	Lease Extension		$ -
5716	C&J Well Services Inc.	Griffith Steel	Lease Renewal		$ -
1564	C&J Well Services Inc.	Gruber Holdings Ltd.	Master Lease Agreement	9/1/11	$ -
1563	C&J Energy Production Services-Canada Ltd.	GRUBER HOLDINGS LTD.	Amendment To Lease Agreement	10/1/16	$ -
1565	CJ Holding Co.	GUARD 1 SERVICES, LLC	Security Officer Service Agreement	6/13/16	$ -
1567	C&J Spec-Rent Services, Inc.	GULF COAST ENERGY RESOURCES LLC	Master Service Contract	4/12/12	$ -
1568	C&J Spec-Rent Services, Inc.	GULF PINE ENERGY LP	Master Services Agreement	2/4/15	$ -
1570	C&J Spec-Rent Services, Inc.	GULFPORT ENERGY CORPORATION	Master Service Agreement	1/16/14	$ -
1569	CJ Holding Co.	GULFPORT ENERGY CORPORATION	Amendment To Master Service Agreement	5/5/16	$ -
1571	C&J Spec-Rent Services, Inc.	GULFTEX ENERGY III LP	Master Service Agreement	12/23/14	$ -
1572	CJ Holding Co.	GULFTEX ENERGY III, LP	Amendment To The Master Service Agreement	7/15/15	$ -
1573	C&J Spec-Rent Services, Inc.	Gulftex Energy III, LP	Master Service Agreement	1/16/15	$ -
1574	C&J Spec-Rent Services, Inc.	GUNN OIL COMPANY	Master Services Agreement	2/13/14	$ -
1577	C&J Spec-Rent Services, Inc.	H&H ENVIRONMENTAL, INC.	Phase I Environmental Site Assessment	2/6/13	$ -
1576	C&J Spec-Rent Services, Inc.	H&H ENVIRONMENTAL, INC.	Phase I Environmental Site Assessment	1/23/14	$ -
1587	Total E&S, Inc.	HAIGOOD & CAMPBELL, LLC	Forklift Bottle Cage Loan Agreement	11/4/15	$ -
1588	CJ Holding Co.	HAIMO AMERICA, INC.	Contractor'S Standard Terms & Conditions Agreement	9/28/15	$ -
1589	CJ Holding Co.	HAIMO OIL & GAS, LLC.	Contractor'S Standard Terms & Conditions Agreement	9/28/15	$ -
1590	C&J Spec-Rent Services, Inc.	HALCON OPERATING CO.	Master Service Contract	2/13/13	$ -
1592	C&J Spec-Rent Services, Inc.	HALCON OPERATING CO., INC.	Second Amendment & Adoption To Master Service Contract	7/23/14	$ -
1591	CJ Holding Co.	HALCON OPERATING CO., INC.	Amendment To Adoption To Master Service Contract	10/1/13	$ -
1593	C&J Spec-Rent Services, Inc.	HALL DRILLING LLC	Master Services Agreement	6/1/14	$ -
1596	Total E&S, Inc.	HANCO TEAS	Master Service Agreement		$ -
5374	C&J Energy Services, Inc.	HANLEY CONSULTING, LLC	Consulting Services Agreement	10/30/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1598	CJ Holding Co.	HARD ROCK EXPLORATION	Contractor'S Standard Terms/Conditions Agreement	3/14/16	$ -
1597	C&J Spec-Rent Services, Inc.	Hard Rock Exploration	Contractor'S Standard Terms And Conditions	3/14/16	$ -
1599	C&J Spec-Rent Services, Inc.	HARDING & SHELTON INC	Master Service Agreement	3/23/12	$ -
1600	CJ Holding Co.	HAROLD TURNEY FRIESS	Master Serivces Agreement	5/19/15	$ -
1602	CJ Holding Co.	Hat Creek	Contractor'S Standard Terms And Conditions	11/19/15	$ -
1603	C&J Spec-Rent Services, Inc.	Hathaway LLC	The Agreement Contains Defense, Indemnity And Release Provisions - Master Services Agreement		$ -
1604	C&J Spec-Rent Services, Inc.	HAWKWOOD ENERGY OPERATING, LLC	Master Service Agreement	10/14/14	$ -
1605	CJ Holding Co.	Hay Exploration, Inc.	Contractor'S Standard Terms And Conditions	2/1/16	$ -
1606	C&J Well Services Inc.	HAZEL CARR	Brine Production Lease	2/3/84	$ -
1607	ESP Completion Technologies LLC	HC4 HOLDINGS LLC	Commercial Lease	2/9/15	$ -
1608	ESP Completion Technologies LLC	HC4 HOLDINGS, LLC	Commercial Lease	2/3/15	$ -
1609	C&J Spec-Rent Services, Inc.	HEADINGTON OIL COMPANY, PP	Master Service Agreement	5/7/07	$ -
5778	C&J Well Services Inc.	Heirs and Assigns of David Siegler	Assignment of SWD		$ -
1612	CJ Holding Co.	HENLEY AND ASSOCIATES	Master Services Agreement	12/21/15	$ -
1613	C&J Spec-Rent Services, Inc.	Henry Resources LLC	Master Service Agreement - Henry Resources Llc	12/9/14	$ -
1615	C&J Spec-Rent Services, Inc.	HERMAN L LAEB, LLC	Contractor'S Standard Terms And Conditions	3/10/16	$ -
1616	CJ Holding Co.	HERMAN L. LOEB LLC	Contractor'S Standard Terms And Conditions	3/11/16	$ -
1617	CJ Holding Co.	Hesperus Energy, LLC	Contractor'S Standard Terms And Conditions	3/21/16	$ -
1618	C&J Spec-Rent Services, Inc.	HESS CORPORATION	Master Well And Lease Service Contract	7/9/10	$ -
1619	CJ Holding Co.	HESS CORPORATION	Amendment Iii To Master Service Agreement	11/19/15	$ -
1620	C&J Well Services Inc.	HESS CORPORATION	Commercial Agreement No. Cw1929837	6/30/13	$ -
1621	C&J Well Services Inc.	HG Energy, LLC.	Master Service Agreement		$ -
1622	Tellus Oilfield Inc.	Hi Tech Seals USA LLC	Confidentiality And Non-Disclosure Agreement	8/30/13	$ -
1623	C&J Spec-Rent Services, Inc.	Hibernia Resources, LLC	Master Services Agreement	6/18/13	$ -
1626	C&J Spec-Rent Services, Inc.	HIGH SKY PARTNERS LLC	Master Services Agreement		$ -
1627	C&J Spec-Rent Services, Inc.	HIGHER STANDARD/NGP	Master Service Agreement	7/24/13	$ -
1628	C&J Spec-Rent Services, Inc.	HighMount Exploration & Prodution LLC	Master Service Contract	9/1/13	$ -
1629	C&J Spec-Rent Services, Inc.	HIGHSKY PARTNERS LLC	Master Services Agreement	3/1/15	$ -
1630	C&J Spec-Rent Services, Inc.	HILCORP ENERGY COMPANY	Master Service Contract	2/11/11	$ -
1631	C&J Spec-Rent Services, Inc.	HILCORP ENERGY COMPANY	Master Service Contract	5/22/12	$ -
1632	C&J Spec-Rent Services, Inc.	HILLCOURT ENTERPRISES LLC	Renewal Of Lease Agreement	10/13/15	$ -
1633	C&J Well Services Inc.	HILLCOURT ENTERPRISES, LLC	Lease Agreement	3/1/08	$ -
1634	C&J Spec-Rent Services, Inc.	HILLWOOD ENERGY TEXAS, LP	Master Service Agreement	5/18/09	$ -
1635	C&J Spec-Rent Services, Inc.	Hinkle Oil and Gas, Inc.	Master Services Agreement	3/27/14	$ -
1641	C&J Well Services Inc.	Holiday Trav-L Park	Lease Renewal	1/28/15	$ -
1640	C&J Well Services Inc.	Holiday Trav-L Park	Lease Renewal	11/1/15	$ -
1638	C&J Spec-Rent Services, Inc.	HOLIDAY TRAV-L PARK	Renewal Of Lease Agreement-Tx-Sl-544-127	10/19/15	$ -
1642	C&J Spec-Rent Services, Inc.	Hollimon Oil Corporation	Master Service Agreement	9/28/11	$ -
1643	C&J Well Services Inc.	Holmes Western Oil Corporation	Master Service Agreement		$ -
5379	CJ Holding Co.	HORN SOLUTIONS	Temporary/Contract Staffing Agreement		$ 14,500.00
5394	CJ Holding Co.	HORN SOLUTIONS, INC.	Contingency Search Fee Agreement	1/4/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1645	CJ Holding Co.	HOUSTON SERIES OF LOCKTON COMPANIES, LLC	Fee For Services Agrement	3/24/16	$ -
1646	C&J Spec-Rent Services, Inc.	HOYER GLOBAL (USA), INC.	Container Lease Contract	9/17/14	$ -
1647	C&J Spec-Rent Services, Inc.	HOYER GMBH, INCORPORATED	Hoyer Gmbh Container Lease Contract	9/17/14	$ -
1651	C&J Spec-Rent Services, Inc.	HTK DRILLING MANAGEMENT LC	Master Services Agreement		$ -
1652	C&J Spec-Rent Services, Inc.	Hudson Oil Company of Texas	Master Service Agreement	3/2/12	$ -
1653	C&J Well Services Inc.	HUGHES EASTERN CORPORATION/CROSBYS CREEK OIL & GAS LLC	Master Service Agreement	5/5/09	$ -
1655	C&J Energy Services, Inc.	HUMBLE ELEVATOR SERVICE, INC.	Humble Elevator Service, Inc.	9/1/15	$ -
1654	C&J Energy Services, Inc.	HUMBLE ELEVATOR SERVICE, INC.	Humble Elevator Service, Inc.	3/1/16	$ -
1656	CJ Holding Co.	HUMMON CORPORATION	Master Services Agreement		$ -
1657	C&J Spec-Rent Services, Inc.	HUN PETROLEUM CORPORATION	Master Service Contract	8/17/06	$ -
1658	CJ Holding Co.	HUNT OIL COMPANY	Amendment #2 To Master Service Agreement	9/14/15	$ -
1659	C&J Spec-Rent Services, Inc.	HUNT OIL COMPANY	Master Service Agreement	8/22/11	$ -
1660	C&J Spec-Rent Services, Inc.	Hunt Oil Company	Master Service Agreement	9/14/05	$ -
1661	C&J Well Services Inc.	HUNTINGTON ENERGY, LLC	Association Of Energy Service Companies Service Agreement	8/30/13	$ -
1664	C&J Well Services Inc.	HURLEY ENTERPRISES	Letter Regarding Lease Agreement	10/9/13	$ -
1663	C&J Spec-Rent Services, Inc.	Hurley Enterprises	Lease Renewal		$ 30,181.31
1665	C&J Well Services Inc.	HURLEY ENTERPRISES INC	Lease Agreement	8/1/11	$ -
1666	Total E&S, Inc.	IDEAL FIRE & SECURITY	Ideal Fire & Security	6/1/16	$ -
1668	C&J Energy Services, Inc.	IDEAL TOWING	Letter Of Authorization- Private Property Towing Service Agreement	4/9/15	$ -
1667	C&J Energy Services, Inc.	IDEAL TOWING	Letter Of Authorization Private Property Towing Service Agreement	4/9/15	$ -
5805	C&J Energy Services, Inc.	IHS GLOBAL INC.	Subscription Order Form	6/30/16	$ -
1670	C&J Spec-Rent Services, Inc.	IKON ENVIRONMENTAL SOLUTIONS, LP	Master Service Agreement	3/1/15	$ -
1671	C&J Spec-Rent Services, Inc.	ILLEGIBLE	Contractor'S Standard Terms And Conditions	12/23/14	$ -
1672	C&J Spec-Rent Services, Inc.	IMPETRO OPERATION LLC	Master Service Agreement	10/8/13	$ -
1673	C&J Well Services Inc.	IND SIX , LLC.	Renewal Of Commercial Lease	1/28/16	$ -
1674	C&J Well Services Inc.	IND SIX LLC	Renewal Of Commercial Lease	1/28/16	$ -
1676	C&J Well Services Inc.	IND SIX, LLC	Amendment To Commercial Lease	3/31/15	$ -
1675	C&J Energy Services, Inc.	IND SIX, LLC	Renewal Of Commercial Lease	1/28/16	$ -
5767	C&J Well Services Inc.	IND Six, LLC	Lease Extension		$ -
1677	CJ Holding Co.	INDEPENDENCE RESOURCES MANAGEMENT, LLC.	Master Services Agreement	6/13/16	$ -
5785	C&J Well Services Inc.	INDIGO INJECTION #3 LLC	Pena Creek (25% Joint Venture)		$ -
1680	C&J Spec-Rent Services, Inc.	INFLECTION ENERGY LLC	Master Service Agreement	9/19/12	$ -
1681	CJ Holding Co.	INFOCUS ADVISORS LLC	Pbm Oversight Engagement	10/16/15	$ -
5546	C&J Spec-Rent Services, Inc.	INFOCUS ADVISORS LLC	Pbm Oversight Engagement Letter	12/10/15	$ -
1682	C&J Energy Services, Inc.	INFOSYS LIMITED	Statement Of Work	7/2/15	$ 58,064.50
1683	CJ Holding Co.	INFOSYS TECHNOLOGIES LIMITED	Master Services Agreement	7/1/15	$ -
1686	CJ Holding Co.	INLAND OCEAN, INC.	Master Services Agreement	7/8/15	$ -
1687	C&J Spec-Rent Services, Inc.	INSITE REALTY PARTNERS	Service Agreement- Parking Lot 10771 Westpark	11/21/13	$ -
1691	C&J Energy Services, Inc.	Insite Realty Partners, L.P.	Second Amendment To Property Management Agreement	12/1/15	$ -
1690	CJ Holding Co.	Insite Realty Partners, L.P.	Property Management Agreement	10/30/13	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1693	C&J Energy Services, Inc.	InSite Realty Partners, LP	Addendum To Deli Treatment	10/20/15	$ -
1692	CJ Holding Co.	INSITE REALTY PARTNERS, LP	First Amendment To Property Management Agreement	3/5/15	$ -
1694	ESP Completion Technologies LLC	INTECH FUNDING CORP	Equipment Lease Agreement Number: L1419466	6/25/14	$ -
5820	ESP Completion Technologies LLC	Intech Funding Corp		9/2/14	$ -
1698	CJ Holding Co.	INTEGRITY SERVICES LLC	Master Services Agreement	5/12/16	$ -
1699	C&J Spec-Rent Services, Inc.	INTERRA ENERGY SERVICES LTD.	Signature Page Of A Contract	5/31/15	$ -
1700	C&J Spec-Rent Services, Inc.	INTERSTATE EXPLORATIONS, LLC	Master Service Agreement	11/25/13	$ -
5471	C&J Spec-Rent Services, Inc.	IP DESIGN LLC	Consulting Agreement	6/2/15	$ -
5911	C&J Energy Services Ltd.	Ipreo	Master Services Agreement	4/30/16	$ -
1704	C&J Spec-Rent Services, Inc.	IRONWOOD OIL & GAS LLC	Master Services Agreement	10/14/11	$ -
1705	CJ Holding Co.	ISN Software Corporation	User Agreement	2/17/10	$ -
1706	CJ Holding Co.	IVORY ENERGY	Master Services Agreement	6/3/15	$ -
1707	C&J Spec-Rent Services, Inc.	J CLEO THOMPSON &	Master Services And Supply Agreement	8/21/13	$ 14,785.37
1708	C&J Well Services Inc.	J CLEO THOMPSON & JAMES CLEO THOMPSON JR LP	Modified Version Of Association Of Energy Service Companies Master Service Agreement	1/15/14	$ -
1709	C&J Spec-Rent Services, Inc.	J COOPER ENTERPRISES INC	Master Services Agreement	8/20/14	$ -
1716	Total E&S, Inc.	J.A.M. EQUIPMENT SALES & SERVICE, LLC	Equipment Loan Agreement	3/1/13	$ -
1717	C&J Spec-Rent Services, Inc.	J.G RENTAL	Rental Agreement	4/15/11	$ -
1718	C&J Spec-Rent Services, Inc.	J.W. DUNCAN & ASSOCIATES INC.	Accord And Satisfaction Agreement	12/20/13	$ -
1720	C&J Well Services Inc.	J.W. HUGHES EXCAVATION, INC.	Master Service Agreement	12/21/10	$ -
1721	C&J Spec-Rent Services, Inc.	J.W. OPERATING COMPANY	Master Service Agreement	9/14/09	$ -
1725	Tellus Oilfield Inc.	JAE Electronics, Inc.	Confidential Disclosure Agreement	2/7/14	$ -
1727	C&J Spec-Rent Services, Inc.	JAGGED PEAK ENERGY LLC	Master Service Contract	8/14/14	$ -
5472	C&J Spec-Rent Services, Inc.	JAMES CAMPBELL	Independent Contractor/Consulting Agreement	3/9/16	$ -
1728	C&J Spec-Rent Services, Inc.	JAMES R. LACOMBS	Release And Waiver Of Liability, Assumption Of Risk And Indeminity Agreement	3/5/13	$ -
1729	C&J Well Services Inc.	JAMES S ANDERSON	Plug And Abandonment Service Agreement	8/25/04	$ -
1730	C&J Spec-Rent Services, Inc.	JAMEX INC	Master Service Agreement	7/9/04	$ -
1731	C&J Spec-Rent Services, Inc.	JAMEX, Inc.	Master Service Agreement	8/16/06	$ -
5571	CJ Holding Co.	Jamplast	Vendor Agreement		$ -
1735	C&J Well Services Inc.	Jane Lew Holdings, LLC	Lease Agreement Completion	4/24/14	$ -
1734	C&J Well Services Inc.	Jane Lew Holdings, LLC	Lease Renewal		$ -
1733	C&J Spec-Rent Services, Inc.	JANE LEW HOLDINGS, LLC	Lease Agreement	6/30/08	$ -
1732	C&J Spec-Rent Services, Inc.	Jane Lew Holdings, LLC	Lease Agreement Completion	4/24/14	$ 4,950.00
1736	CJ Holding Co.	JATON OIL & GAS CORP	Master Service Agreement	2/22/16	$ -
1737	C&J Well Services Inc.	Jay Sim Weatherby	Amendment To Disposal, Brine & Fresh Water Agreement	8/15/14	$ -
1738	C&J Well Services Inc.	Jay Sim Weatherby	Disposal Brine And Fresh Water Agreement	9/26/07	$ -
1740	C&J Well Services Inc.	Jay Sim Weatherby	Brine Production Lease	2/3/84	$ -
1739	C&J Well Services Inc.	JAY SIM WEATHERBY	Brine Production Lease	2/3/84	$ -
1741	CJ Holding Co.	JBB SELECT	Master Services Agreement	6/24/15	$ -
1742	C&J Well Services Inc.	JBBS , INC.	Amended Lease Agreement	12/19/13	$ -
1743	C&J Well Services Inc.	JBBS, Inc	Renewal Notice	11/1/15	$ -
1744	C&J Spec-Rent Services, Inc.	JBBS, Inc.	Lease Agreement	4/19/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5500	C&J Spec-Rent Services, Inc.	JDA PROFESSIIONAL SERVICES, INC.	Contingency Search Fee Agreement		$ -
1745	C&J Spec-Rent Services, Inc.	JDA PROFESSIONAL SERVICES, INC.	Contingency Search Fee Agreement		$ -
5397	CJ Holding Co.	JDA PROFESSIONAL SERVICES, INC.	Contingency Search Fee Agreement	2/12/16	$ -
1748	ESP Completion Technologies LLC	JEBEL ALI FREE ZONE FZE	Lease Agreement	5/26/16	$ -
1747	ESP Completion Technologies LLC	Jebel Ali Free Zone FZE	Lease Agreement		$ -
1749	C&J Spec-Rent Services, Inc.	Jedco Properties, Inc.	Consent Of Landlord To Sublease Agreement	8/1/15	$ -
1750	C&J Spec-Rent Services, Inc.	JEFF BOOKOUT	Contractor'S Standard Terms And Conditions	1/31/14	$ -
1751	C&J Spec-Rent Services, Inc.	Jeff Nelson	Contractor'S Standard Terms And Conditions	5/16/14	$ -
5418	C&J Spec-Rent Services, Inc.	JEFFREY B. ARON	Consulting Agreement	3/25/14	$ -
5730	C&J Spec-Rent Services, Inc.	Jennifer Min-Ru Kong	Residential Lease		$ -
1754	CJ Holding Co.	Jericho Services Inc.	Master Services Agreement	6/29/15	$ -
1757	Total E&S, Inc.	JERRY SLEMMONS	Letter/ Lease Agreement	10/18/13	$ -
1756	Total E&S, Inc.	Jerry Slemmons	Letter/Lease Agreement	10/17/13	$ -
1762	C&J Spec-Rent Services, Inc.	JETTA OPERATING COMPANY INC.	Master Services Agreement	10/11/13	$ -
5424	C&J Spec-Rent Services, Inc.	JIMMY E NEELEY	First Addendum To Independent Contractor / Consulting Agreement	8/2/13	$ -
5422	C&J Spec-Rent Services, Inc.	JIMMY E. NEELEY	Independent Contractor/Consulting Agreement	7/23/13	$ -
5412	C&J Spec-Rent Services, Inc.	Jimmy Neeley	First Addendum To Independent Contractor/Consulting Agreement	7/23/13	$ -
5511	C&J Spec-Rent Services, Inc.	JIMMY NEELEY	First Addendum To Independent Contractor/Consulting Agreement	8/2/13	$ -
5523	KVS Transportation, Inc.	JIM'S TOWING SERVICE, INC.	Independent Contractor Agreement	5/21/12	$ -
1765	CJ Holding Co.	JKLM ENERGY, LLC	Master Service And Supply Agreement	6/19/15	$ -
1766	C&J Spec-Rent Services, Inc.	JMA Energy Company, L.L.C.	Master Service Contract	7/29/05	$ -
1767	C&J Well Services Inc.	JNS CONSTRUCTION	Lease Agreement	11/15/13	$ -
5475	C&J Spec-Rent Services, Inc.	JOHN J. STAUDT	Consulting Agreement	2/20/15	$ -
1770	CJ Holding Co.	JOHN LEWIS	Release And Waiver Of Liability, Assumption Of Risk And Indemnity Agreement	3/5/13	$ -
1771	C&J Spec-Rent Services, Inc.	John M. Phillips, LLC	Master Services Agreement	2/3/15	$ -
1772	Total E&S, Inc.	JOHN MAHAN	Referral Fee Agreement	8/29/15	$ -
1775	C&J Spec-Rent Services, Inc.	JONES ENERGY, LLC	Contractor'S Standard Termsn And Conditions	4/8/14	$ -
1774	C&J Spec-Rent Services, Inc.	Jones Energy, LLC	Contractor'S Standard Terms And Conditions	4/8/14	$ -
1773	CJ Holding Co.	Jones Energy, LLC	Amendment To Contractor'S Standard Terms And Conditions	9/9/15	$ -
1776	C&J Spec-Rent Services, Inc.	JONES ENERGY, LTD	Contractor'S Standard Terms And Conditions	4/7/14	$ -
1777	C&J Spec-Rent Services, Inc.	JONES ENERGY, LTD.	Contractor'S Standard Terms And Conditions		$ -
5398	CJ Holding Co.	JOSE JUAN RAMOS LOPEZ	Independent Contractor/Consulting Agreement	5/11/15	$ -
1784	CJ Holding Co.	JUNEAU ENERGY, LLC.	Master Service Agreement	10/24/15	$ -
5428	C&J Spec-Rent Services, Inc.	JUSTIN HENINGTON	Independent Contractor/Consulting Agreement	6/24/16	$ -
5421	C&J Spec-Rent Services, Inc.	JUSTIN SOURS	Independent Contractor / Consulting Agreement	1/31/16	$ -
1785	C&J Spec-Rent Services, Inc.	J-W Operating Company	Master Service Agreement	9/14/09	$ -
1786	C&J Well Services Inc.	K.D.R. Rental	Lease Agreement	5/19/14	$ -
1790	C&J Well Services Inc.	K.D.R. RENTALS	Recurring Payment Request	4/6/16	$ -
1789	C&J Well Services Inc.	K.D.R. RENTALS	Via Certified Mail Return Receipt Requested #7014 1200 0000 2526 1179	4/6/16	$ -
1787	CJ Holding Co.	K.D.R. RENTALS	Renewal Of Lease Agreement	6/1/16	$ -
1788	C&J Well Services Inc.	K.D.R. Rentals	Commercial Building Lease	1/9/08	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5532	ESP Completion Technologies LLC	K.S.S. DESIGNS	Consulting Agreement	6/20/16	$ -
1791	C&J Well Services Inc.	KAISER FRANCIS OIL CO.	Amendment To Master Services Agreement	2/19/16	$ -
1792	C&J Spec-Rent Services, Inc.	KAISER FRANCIS OIL COMPANY	Master Services Agreement	11/12/14	$ -
1793	C&J Energy Services, Inc.	KAISER PERMANENTE	Employer Group Application	9/24/14	$ -
1794	C&J Spec-Rent Services, Inc.	Kanebe Pipe Line Operating Partnership, L.P.	Master Work Agreement	10/3/06	$ -
1795	C&J Spec-Rent Services, Inc.	KATTEN MUCHIN ROSEMAN LLP	Representation Of C&J Energy Services, Ltd. And Affiliates	7/7/15	$ -
5365	CJ Holding Co.	KELLY FINANCE	Temporary/Contract Staffing Agreement	6/10/16	$ -
5364	CJ Holding Co.	KELLY FINANCIAL RESOURCES	Contingency Search Fee Agreement	6/2/16	$ -
5489	C&J Spec-Rent Services, Inc.	KEN SNIDER	Consulting Agreement		$ -
5488	C&J Spec-Rent Services, Inc.	Ken Snider	Consulting Agreement	12/27/15	$ -
1798	C&J Spec-Rent Services, Inc.	Keneth & Gloria zimmerman	Notice Of Renewal Of Lease Agreement And Payment Request Form	4/6/16	$ -
1799	C&J Spec-Rent Services, Inc.	KENNETH AND GLORIA ZIMMERMAN	Renewal Of Lease Agreement	4/6/16	$ -
1801	C&J Spec-Rent Services, Inc.	Kenneth W. and Heidi P. Marshall Family Trust	First Amendment To Lease	12/8/12	$ -
1800	C&J Spec-Rent Services, Inc.	Kenneth W. and Heidi P. Marshall Family Trust	Lease Agreement	12/4/12	$ -
1802	C&J Spec-Rent Services, Inc.	KENNETH W. MARSHALL CO. TRUSTEE	Lease Agreement	12/4/12	$ -
1803	C&J Well Services Inc.	KENNETH ZIMMERMAN	Amendment Letter To Commercial Gross Lease	6/1/15	$ -
1804	C&J Spec-Rent Services, Inc.	KENNITH W AND HEIDI P MARSHALL	First Amendment To Lease	12/8/12	$ -
1805	C&J Spec-Rent Services, Inc.	KENNITH W. AND HEIDI P. MARSHALL FAMILY TRUST	Standard Industrial/Commercial Single-Tenant Lease -- Gross	12/4/12	$ -
1807	C&J Energy Services, Inc.	KENTECH INC	Preventive Maintenance Agreement - Serial No. 26493	3/1/16	$ -
1806	C&J Energy Services, Inc.	KENTECH INC	Preventive Maintenance Agreement	2/25/16	$ -
1809	C&J Spec-Rent Services, Inc.	KEROGEN TEXAS ENERGY OPERATING LLC	Master Service Agreement	11/13/14	$ -
1808	CJ Holding Co.	KEROGEN TEXAS ENERGY OPERATING LLC	Amendment To Master Service Agreement	6/13/16	$ -
1810	C&J Spec-Rent Services, Inc.	Kerr-McGee Oil & Gas Corporation	Master Service Agreement Including Well Services	7/11/05	$ -
1811	C&J Spec-Rent Services, Inc.	KEY ENERGY SERVICES INC	Master Service Agreement	10/24/06	$ -
1812	CJ Holding Co.	KIMMERIDGE TRI-STATE EXPLORATION, LLC	Master Service Contract	5/15/15	$ -
1813	C&J Well Services Inc.	KINDER MORGAN CO 2 COMPANY, LP	Modified Aesc Master Service Agreement	4/30/02	$ -
1816	C&J Spec-Rent Services, Inc.	Kinder Morgan CO2 Company, L.P.	General Services Agreement, Agreement Number 78727	4/15/14	$ -
1815	C&J Spec-Rent Services, Inc.	KINDER MORGAN CO2 COMPANY, L.P.	General Services Agreement	7/30/14	$ -
1814	C&J Spec-Rent Services, Inc.	KINDER MORGAN CO2 COMPANY, L.P.	Amendment To General Services Agreement	1/11/16	$ -
1817	C&J Spec-Rent Services, Inc.	KINDER MORGAN G.P., INC.,	General Services Agreement	7/30/14	$ -
1818	C&J Well Services Inc.	KINDER MORGAN INC	Modified Master Service Agreement	5/19/03	$ -
1819	C&J Spec-Rent Services, Inc.	KINDER MORGAN MANAGEMENT, LLC	General Services Agreement	7/30/14	$ -
1820	C&J Energy Services, Inc.	KINGS III OF AMERICA INC,NORTH AMERICA	Emergency Telephone Services Agreement	1/27/15	$ -
5381	CJ Holding Co.	KIRBY ROBERTS & CO.	Temporary/Contract Staffing Agreement	1/4/16	$ -
5382	CJ Holding Co.	KIRBY ROBERTS AND CO.	Contingency Search Fee Agreement	1/4/16	$ -
5978	C&J Energy Services Ltd.	KIRKLAND & ELLIS LLP	ENGAGEMENT LETTER		$ -
1821	C&J Spec-Rent Services, Inc.	KIRKPATRICK OIL COMPANY INC	Master Services Agreement	9/3/13	$ -
1822	CJ Holding Co.	KJE Oil & Gas LLC	Master Service Agreement	7/22/16	$ -
1823	CJ Holding Co.	KLX ENERGY SERVICES LLC	Master Service Agreement	4/27/16	$ -
1824	C&J Well Services Inc.	KMGP CONTRACTING SERVICES LLC	Amendment No 11 To General Services Agreement 57633	5/1/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1828	C&J Spec-Rent Services, Inc.	Koch Exploration Company, LLC	Intermittent Service Agreement	7/31/14	$ -
1829	C&J Energy Services, Inc.	Koch Fuel Products Inc.	Bulk Petroleum Leasing Contract	12/1/15	$ -
1830	C&J Spec-Rent Services, Inc.	KODIAK OIL & GAS (USA) INC.	Master Service Contract	8/8/11	$ -
1831	C&J Spec-Rent Services, Inc.	Kraken Operating LLC	Master Service Agreement Between Kraken Operating Llc And C&J Spec-Rent Services, Inc.	7/30/13	$ -
1832	CJ Holding Co.	Kriebel Minerals Inc.	General Terms And Conditions	7/30/15	$ -
1833	KVS Transportation, Inc.	KRONOS INC.	Softward License And Services Agreement	6/6/11	$ -
1834	KVS Transportation, Inc.	KRONOS INCORPORATED	Supports Services Quote	2/8/16	$ -
1835	C&J Well Services Inc.	KS INDUSTRIES, L.P.	Master Service Agreement	9/12/14	$ -
1836	C&J Spec-Rent Services, Inc.	L & R TANK TRUCKS	Commercial Saltwater Disposal Well Lease Agreement	5/16/05	$ -
1839	C&J Spec-Rent Services, Inc.	L & R TANK TRUCKS, INC.	First Amendment To Commercial Saltwater Disposal Well Lease Agreement	2/19/14	$ -
1838	C&J Spec-Rent Services, Inc.	L & R TANK TRUCKS, INC.	Commercial Saltwater Disposal Well Lease Agreement		$ -
1837	C&J Spec-Rent Services, Inc.	L & R TANK TRUCKS, INC.	Commercial Salt Water Disposal Well Lease Agreement	10/1/08	$ -
1842	C&J Spec-Rent Services, Inc.	L&R TANK TRUCKS, INC.	Commercial Saltwater Disposal Well Lease Agreement	3/31/06	$ -
5388	CJ Holding Co.	L.K. JORDAN & ASSOCIATES	Temporary/Contract Staffing Agreement		$ -
1844	C&J Spec-Rent Services, Inc.	LAGO DEL MAR APARTMENTS	Apartment Lease Contract	4/29/14	$ -
1845	C&J Spec-Rent Services, Inc.	LaGrange Acquisitions, LP., dba Energy Transfer Company	Agreement For Services, Agreement No. 06-Sa-0007	8/15/06	$ -
1846	C&J Well Services Inc.	LAGUNA PETROLEUM COPORATION	Amendment To Commercial Terms	1/18/16	$ -
1848	C&J Well Services Inc.	LAGUNA PETROLEUM CORPORATION	Amendment To Commercial Terms	6/27/16	$ -
1847	C&J Well Services Inc.	LAGUNA PETROLEUM CORPORATION	Oxy Amendment To Commercial Terms	5/24/16	$ -
1849	C&J Spec-Rent Services, Inc.	LAKORA ENERGY LLC	Master Services Agreement	4/8/15	$ -
1854	C&J Well Services Inc.	LANCE F. MESSINGER	Commercial Lease Agreement	8/1/14	$ -
1853	C&J Well Services Inc.	LANCE F. MESSINGER	Commercial Lease Agreement	8/1/14	$ -
1855	C&J Spec-Rent Services, Inc.	LANCE FIELDER	Purchase And Sale Agreement	5/18/15	$ -
1857	CJ Holding Co.	LAND AND NATURAL RESOURCE DEVELOPMENT, INC.	Master Services Agreement	3/7/16	$ -
5802	C&J Energy Services, Inc.	Lantek Systems, Inc.	Software Quote	10/14/16	$ -
1858	C&J Spec-Rent Services, Inc.	LAREDO ENERGY IV, LP	Master Service Agreement	8/6/12	$ -
1859	C&J Spec-Rent Services, Inc.	Laredo Energy Operating, LLC	Master Service Agreement	2/26/14	$ -
1860	C&J Spec-Rent Services, Inc.	LAREDO PETROLEUM INC	Master Service Contract	6/30/08	$ -
1862	C&J Spec-Rent Services, Inc.	LAREDO PETROLEUM, INC.	Master Service Contract	1/16/09	$ -
1861	C&J Spec-Rent Services, Inc.	LAREDO PETROLEUM, INC.	Termination Agreement	7/1/14	$ -
5510	C&J Spec-Rent Services, Inc.	LARRY ALLEY	Independent Contractor/Consulting Agreement	6/24/16	$ -
1863	C&J Spec-Rent Services, Inc.	Layline Petroleum I LLC	Master Service Agreement	4/3/12	$ -
1868	C&J Well Services Inc.	LEE RHODES	Lease Agreement	7/7/11	$ -
1867	C&J Well Services Inc.	LEE RHODES	Amendment To Lease Agreement	10/1/14	$ -
1866	C&J Well Services Inc.	LEE RHODES	Ketter Lease Agreement	8/27/14	$ -
1865	C&J Spec-Rent Services, Inc.	LEE RHODES	Amendment Agreement	6/28/16	$ -
1864	C&J Spec-Rent Services, Inc.	Lee Rhodes	Renewal Of Lease Agreement	6/20/16	$ -
1871	C&J Spec-Rent Services, Inc.	LEGACY RESERVES OPERATING LP	Master Service/Sales Agreement	10/5/10	$ -
1870	CJ Holding Co.	LEGACY RESERVES OPERATING LP	Master Service/Sales Agreement	5/13/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1873	C&J Spec-Rent Services, Inc.	LEGEND NATURAL GAS ii, LP	Master Service And Supply Agreement (Onshore Form)	1/30/13	$ -
1872	CJ Holding Co.	LEGEND NATURAL GAS ii, LP	Master Service And Supply Agreement (Onshore Form)	1/30/13	$ -
1874	C&J Spec-Rent Services, Inc.	LEGEND NATURAL GAS ii, LP	Master Service And Supply Agreement (Onshore Form)	1/30/13	$ -
1875	CJ Holding Co.	LEGEND NATURAL GAS III, LP	Master Service And Supply Agreement (Onshore Form)	1/30/13	$ -
1876	CJ Holding Co.	LEGEND NATURAL GAS IV, LP	Master Service And Supply Agreement (Onshore Form)	1/30/13	$ -
1878	C&J Spec-Rent Services, Inc.	LELAND OIL & GAS LLC	Master Services Agreement	6/19/14	$ -
1880	C&J Spec-Rent Services, Inc.	LEWIS RESOURCE MANAGEMENT, LLC	Master Service Agreement	9/4/14	$ -
1879	C&J Spec-Rent Services, Inc.	Lewis Resource Management, LLC	Master Service Agreement	9/4/14	$ -
1882	C&J Energy Services Ltd.	LIBERTY MUTUAL INSURANCE COMPANY	Cash Pledge Agreement	4/6/16	$ -
1881	C&J Energy Services Ltd.	LIBERTY MUTUAL INSURANCE COMPANY	Deed Of Indemnity	3/23/15	$ 69,581.54
5914	C&J Energy Services Ltd.	LIBERTY MUTUAL INSURANCE COMPANY	Amendment #1 to the Deed of Indemnity	4/14/15	$ -
1884	C&J Spec-Rent Services, Inc.	LIBERTY RESOURCES MANAGEMENT COMPANY LLC	Master Service Agreement	5/31/14	$ -
1883	CJ Holding Co.	Liberty Resources Management Company LLC	Amendment To Master Service Agreement	11/23/15	$ -
1885	CJ Holding Co.	LICGF DENVER OFFICE BUILDING INC	Recurring Payment Request	3/14/16	$ -
1886	CJ Holding Co.	LIEN OIL & GAS CORP	Master Service Agreement	2/22/16	$ -
1887	C&J Spec-Rent Services, Inc.	LIME ROCK RESOURCES II-A LP	Master Service Agreement	12/31/14	$ -
1903	C&J Well Services Inc.	Littlepage Real Estate	First Amendment To Sublease Agreement	9/4/09	$ -
1904	C&J Well Services Inc.	Littlepage Real Estate L.P.	Lease Extension/Renewal	10/18/11	$ -
1908	C&J Well Services Inc.	LITTLEPAGE REAL ESTATE LP	Littlepage Real Estate Lp	4/18/13	$ -
1907	C&J Well Services Inc.	LITTLEPAGE REAL ESTATE LP	Sublease Agreement	11/30/06	$ -
1906	C&J Spec-Rent Services, Inc.	LITTLEPAGE REAL ESTATE LP	Nabors Corporate Services Inc	10/1/10	$ -
1905	CJ Holding Co.	LITTLEPAGE REAL ESTATE LP	Payment Request	12/1/06	$ -
5411	C&J Spec-Rent Services, Inc.	LIVINGSTON INTERNATIONAL INC	Statement Of Work-Ad-Hoc Consulting Services	6/5/15	$ -
1910	C&J Spec-Rent Services, Inc.	LIVINGSTON INTERNATIONAL INC.	U.S. Power Of Attorney Form	7/31/14	$ -
1909	CJ Holding Co.	Livingston International Inc.	Livingston International Professional Services, Inc. Statement Of Work - U.S. Import Compliance Ad Hoc Assistance	7/10/14	$ -
1911	C&J Spec-Rent Services, Inc.	LIVINGSTON INTERNATIONAL PROFESSIONAL SERVICES, INC	Statement Of Work	7/10/14	$ -
5387	C&J Energy Services, Inc.	LIVINGSTON INTERNATIONAL PROFESSIONAL SERVICES, INC.	Consulting Services Agreement	7/16/14	$ -
5361	C&J Energy Services, Inc.	Livingston International Professional Services, Inc.	Consulting Services Agreement	7/16/14	$ -
1913	C&J Spec-Rent Services, Inc.	LIVINGSTON INTERNATIONAL, INC.	U.S. Power Of Attorney (Poa)	7/31/14	$ -
1912	CJ Holding Co.	LIVINGSTON INTERNATIONAL, INC.	U.S. Power Of Attorney (Poa)	4/19/16	$ -
5385	C&J Energy Services, Inc.	Livingston Professional Services, Inc.	Consulting Services Agreement	7/16/14	$ -
1914	C&J Spec-Rent Services, Inc.	LMP EXPLORATION OPERATING LLC	Master Service Contract	12/2/04	$ -
1915	CJ Holding Co.	LOA LLC	Master Service Agreement	2/22/16	$ -
1916	C&J Spec-Rent Services, Inc.	LOCIN OIL CORPORATION	Master Service Agreement	9/27/07	$ -
5979	C&J Energy Services Ltd.	LOEB & LOEB LLP	ENGAGEMENT LETTER		$ -
1917	C&J Energy Services Ltd.	LOGIC COMMUNICATIONS	Enroll Form & Agreement	4/14/15	$ -
1918	C&J Well Services Inc.	Loise L. Fields	Water Disposal Lease	3/18/99	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
1919	C&J Spec-Rent Services, Inc.	LONE OAK ENERGY, INC.	Master Services Agreement	7/1/14	$ -
1920	C&J Spec-Rent Services, Inc.	Lone Star Land & Energy II	Master Service Agreement	10/20/14	$ -
1921	C&J Spec-Rent Services, Inc.	LONESTAR OPERATION, LLC.	Master Service Agreement	2/14/14	$ -
1922	C&J Energy Services, Inc.	Long View Systems Corporation	Service Order		$ 34,629.95
1923	C&J Energy Services, Inc.	Long View Systems Corporation	Service Order		$ -
1924	C&J Energy Services, Inc.	Long View Systems Corporation	Statement of Work		$ -
1925	C&J Energy Services, Inc.	Long View Systems Corporation (USA)	Service Order		$ -
1926	C&J Spec-Rent Services, Inc.	LONGFELLOW ENERGY, LP	Master Service Contract	11/15/12	$ -
1927	C&J Spec-Rent Services, Inc.	LORRAINE GRIFFITH ADAMS	Lease And Saltwater Disposal Agreement	11/22/94	$ -
5569	CJ Holding Co.	Lubrizol	MSA and Commercial Terms		$ -
1930	C&J Spec-Rent Services, Inc.	LUCAS OIL PRODUCTS, INC.	Mutual Confidentiality And Non-Disclosure Agreement	2/11/15	$ -
1933	C&J Well Services Inc.	M/G FINANCE CO., LTD.	Certificate Of Acceptance Of Rental Agreement	12/1/15	$ -
1932	C&J Well Services Inc.	M/G FINANCE CO., LTD.	Master Rental Agreement	7/29/15	$ -
1931	C&J Well Services Inc.	M/G Finance Co., Ltd.	Certificate Of Acceptance	1/27/16	$ -
1934	CJ Holding Co.	M3 CONSTRUCTION, LLC	Master Services Agreement	1/7/16	$ -
1935	C&J Well Services Inc.	MABEL CARNES	Brine Production Lease	2/3/84	$ -
1938	C&J Spec-Rent Services, Inc.	MAD & D	Master Service Agreement	8/1/14	$ -
1941	C&J Spec-Rent Services, Inc.	MADISON HOLDINGS, LLC	Second Amendment To Lease	8/30/12	$ -
1940	C&J Spec-Rent Services, Inc.	MADISON HOLDINGS, LLC	Lease Agreement	1/12/12	$ -
1939	C&J Spec-Rent Services, Inc.	MADISON HOLDINGS, LLC	First Amendment To Lease	5/29/12	$ -
1943	CJ Holding Co.	MAGNOLIA PRODUCTION COMPANY LLC	Master Service Agreement	7/28/15	$ -
1944	C&J Spec-Rent Services, Inc.	Magnum Hunter Resources Corporation	Master Service Agreement	7/31/13	$ -
1945	C&J Spec-Rent Services, Inc.	MAGUIRE OIL COMPANY	Master Service Agreement	10/27/03	$ -
1946	CJ Holding Co.	MAI OIL OPERATIONS, INC.	Master Service Agreement	10/7/15	$ -
1951	CJ Holding Co.	MANTI TARKA PERMIAN OPERATING, LLC	Master Service Agreement	7/28/15	$ -
1952	CJ Holding Co.	MAPR TECHNOLOGIES INC	Order Form- Mapr Software & Services	6/1/16	$ 12,657.84
1955	C&J Spec-Rent Services, Inc.	Marathon Oil Company	Master Worldwide Service Contract No. 1108094 Job Order No. Agr-0007249	3/31/16	$ -
1953	C&J Spec-Rent Services, Inc.	MARATHON OIL COMPANY	Master Worldwide Major Service Contract	1/19/06	$ 10,000.00
1954	C&J Spec-Rent Services, Inc.	Marathon Oil Company	Master Worldwide Major Service Contract	4/21/06	$ -
5437	C&J Spec-Rent Services, Inc.	MARATHON OIL COMPANY	Amendment To Contract	6/14/16	$ -
1956	C&J Well Services Inc.	MARATHON OIL EF , LLC	Master Service Contract Number 1108094	5/12/16	$ -
5426	C&J Spec-Rent Services, Inc.	MARCO VASQUEZ	Independent Contractor/Consulting Agreement	2/21/16	$ -
1962	C&J Well Services Inc.	Margaret Holmes	Letter	3/24/09	$ -
1961	C&J Well Services Inc.	MARGARET HOLMES	Letter Regarding Amendment To Industrial Lease	2/11/12	$ -
1960	C&J Well Services Inc.	MARGARET HOLMES	Letter/ Amendment To Industrial Lease	6/1/14	$ -
1959	C&J Well Services Inc.	MARGARET HOLMES	Letter/ Amendment To Industrial Lease Agreement	6/1/08	$ -
1958	C&J Well Services Inc.	Margaret Holmes	Industrial Lease	6/1/01	$ -
1957	CJ Holding Co.	MARGARET HOLMES	Amendment To Lease Agreement	2/1/16	$ -
1965	C&J Well Services Inc.	Margaret Holmes	Lease Renewal		$ -
1963	C&J Well Services Inc.	MARGARET HOLMES	Letter Lease Agreement	6/1/11	$ -
1964	C&J Well Services Inc.	Margaret Holmes	Lease Agreement	2/27/15	$ -
1966	C&J Well Services Inc.	MARGARET HOLMES	LEASE AGREEMENT	4/3/13	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5763	C&J Well Services Inc.	Margaret Holmes	Industrial Lease Extension		$ -
1967	C&J Well Services Inc.	MARGARET JOHNSON REVOCABLE TRUST	Lease Assignment, Assumption And Amendment	5/31/16	$ -
5495	C&J Spec-Rent Services, Inc.	MARIO FLORES	Consulting Agreement	10/13/13	$ -
5419	C&J Spec-Rent Services, Inc.	MARK ANDERSON	Independent Contractor / Consulting Agreement	1/31/16	$ -
1973	C&J Spec-Rent Services, Inc.	Marlin Energy Resources, LLC	Master Service Agreement	4/21/14	$ -
1975	C&J Spec-Rent Services, Inc.	MARQUETTE EQUIPMENT FINANCE, LLC	Master Lease Agreement	1/11/11	$ -
1976	C&J Spec-Rent Services, Inc.	MARSHALL & WINSTON INC	Master Service Agreement	6/15/12	$ -
1977	CJ Holding Co.	Marshall economic dev't corporatioon	Lease	12/18/08	$ -
1978	C&J Spec-Rent Services, Inc.	MARSHALL'S MAINTENANCE COMPANY	Letter Agreeement	4/29/15	$ -
1986	C&J Well Services Inc.	Mason L. Backus	Water Disposal Lease	3/18/99	$ -
1987	C&J Well Services Inc.	mastan investiments	Lease Agreement	6/6/12	$ -
1991	C&J Well Services Inc.	MASTAN INVESTMENTS	Sublease Agreement	8/22/12	$ -
1990	C&J Well Services Inc.	MASTAN INVESTMENTS	Lease Agreement	6/6/12	$ -
1988	C&J Well Services Inc.	Mastan Investments	Lease Agreement Letter	2/2/15	$ -
1989	C&J Well Services Inc.	MASTAN INVESTMENTS	Letter Of Amendment To Renew Lease Agreement	2/2/15	$ -
1992	C&J Spec-Rent Services, Inc.	MATADOR PRODUCTION COMPANY	Master Service Agreement	7/14/09	$ -
5384	CJ Holding Co.	MATCHSTICK LLC	Contingency Search Fee Agreement	1/12/16	$ -
5801	C&J Energy Services, Inc.	MathWorks	Price Quote Of Mathworks' Products And Services	9/7/16	$ -
5454	C&J Spec-Rent Services, Inc.	Matthew Snyder	Independent Contractor Consulting Agreement	5/18/16	$ -
1998	C&J Spec-Rent Services, Inc.	MAVERICK BROTHERS RESOURCES, LLC	Master Service Agreement	5/1/09	$ -
1999	CJ Holding Co.	MBE TECH LLC	First Lease Extension Agreement	3/1/16	$ -
2001	CJ Holding Co.	MBE Tech, LLC	Office Lease	3/1/13	$ -
2000	CJ Holding Co.	MBE TECH, LLC	First Lease Extension Agreement	2/28/16	$ -
2007	C&J Spec-Rent Services, Inc.	MCALLEN LAND & CATTLE CO., INC.	La Guajolota Ranch Lease	8/28/14	$ -
5539	C&J Energy Services, Inc.	MCGLINCHEY STAFFORD	Engagement Letter	10/8/13	$ -
5540	C&J Energy Services, Inc.	McGlinchey Stafford, PLLC	Engagement Letter	10/7/13	$ -
2008	C&J Spec-Rent Services, Inc.	MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	Brokerage Service Agreement	4/1/16	$ -
2009	C&J Spec-Rent Services, Inc.	McGriff, Seibels & Williams, Inc.	Amendment To Brokerage Service Agreement	3/29/16	$ 43,661.92
2011	C&J Spec-Rent Services, Inc.	MD America Energy, LLC	Contractor'S Standard Terms And Conditions	6/25/14	$ -
5729	C&J Spec-Rent Services, Inc.	Medley Real Estate, LLC	Residential Lease Contract	10/13/15	$ -
2013	C&J Spec-Rent Services, Inc.	Melbourne Oil Company	Master Service Agreement	11/6/14	$ -
2014	C&J Spec-Rent Services, Inc.	MEMORIAL RESOURCE DEVELOPMENT LLC	Master Service Agreement	1/28/13	$ -
2018	C&J Spec-Rent Services, Inc.	MERIT ENERGY COMPANY	Master Services Agreement		$ -
2019	C&J Spec-Rent Services, Inc.	Meritage Energy Company, LLC	Master Service And Supply Agreement Onshore United States Form	10/5/10	$ -
2022	C&J Spec-Rent Services, Inc.	MERLE WAYNE MCCONNELL	First Amendment To Commercial Saltwater Disposal Well Lease Agreement	2/19/14	$ -
2021	C&J Spec-Rent Services, Inc.	MERLE WAYNE MCCONNELL	Commercial Saltwater Disposal Well Lease Agreement		$ -
2020	C&J Spec-Rent Services, Inc.	MERLE WAYNE MCCONNELL	First Amendment To Commercial Saltwater Disposal Well Lease Agreement	2/19/14	$ -
5814	C&J Energy Services Ltd.	Merrill Lynch, Pierce, Fenner & Smith Inc	Awardchoice Financial Reporting License Agreement	12/17/15	$ -
5815	C&J Energy Services Ltd.	Merrill Lynch, Pierce, Fenner & Smith Inc	Master Plan Services Agreement	12/17/15	$ -
2026	C&J Well Services Inc.	MERRITT MOBILE HOME & RV PARK	Lot Rental Agreement, Residential Permanent Mobile Home	4/30/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2027	C&J Well Services Inc.	MERRITT MOBILE HOME & RV PARK	Lot Rental Agreement	4/30/12	$ -
2028	C&J Well Services Inc.	MERRITT MOBILE HOME & RV PARK	Lot Rental Agreement, Residential Permanent Mobile Home		$ -
2029	CJ Holding Co.	MERTZ ENERGY LLC	Master Service Agreement	6/30/16	$ -
2030	C&J Well Services Inc.	MERYLE WAYNE MCCONNELL	Renewal Of Lease- Tx-Sw-160	8/1/16	$ -
2031	C&J Well Services Inc.	MESQUITE SWD, INC.	Master Service Agreement	5/4/16	$ -
2032	C&J Spec-Rent Services, Inc.	MESTENA OPERATING, LTD	Master Service Agreement	7/5/05	$ -
2033	C&J Spec-Rent Services, Inc.	METANO ENERGY LP	Master Service Agreement	6/9/06	$ -
2034	C&J Spec-Rent Services, Inc.	Metano Energy, LP	Master Service Agreement	9/28/04	$ -
2035	CJ Holding Co.	MEWBOURNE OIL COMPANY	Amendment To Master Service Agreement	11/12/15	$ -
2037	CJ Holding Co.	Michael Frye	Master Services Agreement	7/15/15	$ -
2040	CJ Holding Co.	MIDS ENERGY DEVELOPMENT, LLC	Oilfield Master Service Agreement	4/11/16	$ -
2041	CJ Holding Co.	MIDSTATE PETROLEUM COMPANY LLC	Amendment To Master Service Agreement	7/30/15	$ -
2043	C&J Well Services Inc.	MIDSTATES PETROLEUM COMPANY LLC	Master Service Agreement	3/17/14	$ -
2042	C&J Spec-Rent Services, Inc.	Midstates Petroleum Company LLC	Master Service Agreement	5/9/13	$ -
5449	C&J Spec-Rent Services, Inc.	MIKE HOWARD	Independent Contractor/Consulting Agreement	1/31/16	$ -
2044	C&J Spec-Rent Services, Inc.	MIKE LEE AND VIVIAN TRAN	Residential Lease Contract	5/28/14	$ -
5731	C&J Spec-Rent Services, Inc.	Mike Lee and Vivian Tran	Residential Lease		$ -
2045	C&J Spec-Rent Services, Inc.	Milagro Exploration, LLC	Master Service Contract	4/30/12	$ -
2046	C&J Spec-Rent Services, Inc.	Milagro Exploration, LP	Master Service Agreement	6/16/06	$ -
2047	CJ Holding Co.	MILESTONE ENVIRONMENTAL SERVICES, LLC	Master Services Agreement	11/11/15	$ -
2048	C&J Well Services Inc.	Millcraft Investments, Inc.	Lease	4/4/12	$ -
2050	C&J Spec-Rent Services, Inc.	MILLENIUM-WINDFALL PARTNERS LTD	Consent Of Landlord To Sublease Agreement	8/1/15	$ -
2049	C&J Spec-Rent Services, Inc.	MILLENIUM-WINDFALL PARTNERS LTD	10375 Richmond Lease Agreement	11/5/10	$ -
2051	C&J Spec-Rent Services, Inc.	Millennium Windfall Partners, LTD	Consent Of Landlord	4/24/14	$ -
2052	C&J Spec-Rent Services, Inc.	Millennium-Windfall Partners Realty GP, LLC	Consent Of Landlord To Sublease Agreement	8/1/15	$ -
2053	C&J Spec-Rent Services, Inc.	MILLENNIUM-WINDFALL PARTNERS, LTD.	Addendum To Lease Dated November 5, 2010	11/5/10	$ -
2067	C&J Spec-Rent Services, Inc.	MLOM LLC	Lease Agreement	11/1/10	$ -
2066	C&J Well Services Inc.	MLOM LLC	Lease Amendment And Renewal	7/7/15	$ -
2065	C&J Spec-Rent Services, Inc.	MLOM LLC	Recurring Payment Request	2/1/16	$ -
2064	C&J Spec-Rent Services, Inc.	MLOM LLC	Lease Agreement	11/1/10	$ -
2071	C&J Well Services Inc.	Mobile Modular Management Corporation	Real Property Request Form	11/1/13	$ -
2070	C&J Well Services Inc.	Mobile Modular Management Corporation	Lease Agreement	4/24/13	$ -
2069	C&J Well Services Inc.	MOBILE MODULAR MANAGEMENT CORPORATION	Addendum To Lease Agreement	4/19/16	$ -
2072	C&J Well Services Inc.	MOBILE MODULAR MANAGEMENT CORPORATION	Addendum To The Lease Agreement	4/7/16	$ -
2075	C&J Spec-Rent Services, Inc.	ModSpace	Lease Agreement	2/18/16	$ -
2074	CJ Holding Co.	MODSPACE	Lease Agreement	4/19/16	$ -
2073	CJ Holding Co.	ModSpace	Lease Agreement	2/18/16	$ -
2079	C&J Spec-Rent Services, Inc.	MODUMETAL INC	Material Transfer Agreement	5/1/15	$ -
2080	C&J Spec-Rent Services, Inc.	Modumetal, Inc.	Modumetal Proprietary Information Agreement	10/13/14	$ -
5543	C&J Energy Services, Inc.	MOODY'S INVESTORS SERVICE	Engagement Letter	8/14/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2087	C&J Energy Services Ltd.	MORGAN LEWIS	Engagement Letter	7/22/16	$ -
2089	C&J Spec-Rent Services, Inc.	Mountaineer Keystone, LLC	Master Service Contract	10/19/12	$ -
2090	C&J Corporate Services (Bermuda) Ltd.	MR. C'S COURIER SERVICE	Courier Service Agreement	5/12/15	$ -
2092	C&J Well Services Inc.	MR. RICHARD GRIFFITH	Amendment To Lease	10/15/15	$ -
2098	C&J Spec-Rent Services, Inc.	MUELLER EXPLORATION, INC.	Master Service Agreement	2/14/14	$ -
2100	CJ Holding Co.	MURCHISON OIL & GAS, INC.	Master Service Agreement	5/28/15	$ -
2101	CJ Holding Co.	MUREX PETROLEUM CORP.	Amendment To Master Service Agreement	4/21/15	$ -
2102	C&J Spec-Rent Services, Inc.	MUREX PETROLEUM CORPORATION	Master Well And Lease Services Contract	10/7/09	$ -
2103	C&J Spec-Rent Services, Inc.	Murphy Exploration & Production Company - USA	Master Service Agreement	11/22/11	$ -
2104	C&J Spec-Rent Services, Inc.	MURPHY EXPLORATION & PRODUCTION COMPANY-USA	Master Service Agreement Msa-0389-Mepu	1/17/12	$ -
2105	CJ Holding Co.	MURVIN & MEIER OIL CO.	Master Services Agreement	11/1/15	$ -
2107	C&J Spec-Rent Services, Inc.	MUSTANG FUEL CORPORATION	Master Service Agreement	6/9/08	$ -
2106	C&J Spec-Rent Services, Inc.	Mustang Fuel Corporation	Master Services Agreement	11/14/14	$ -
2113	C&J Well Services Inc.	NABORS COMPLETION & PRODUCTION SERVICES CO	The University Of Texas System Agreement And Assignment	6/1/15	$ -
2116	C&J Well Services Inc.	Nabors Completion & Production Services Co.	Application For Approval Of Assignment And Change Or Operator For A Produced Water Disposal Contract On University Lands	11/23/15	$ -
2167	C&J Spec-Rent Services, Inc.	Nasco Petroleum, LLC	Master Services Agreement	3/18/15	$ -
2168	CJ Holding Co.	NASDAQ OMX NORDIC, LTD.	Service Order	4/23/15	$ -
2169	CJ Holding Co.	NATINOAL FUEL GAS SUPPLY CORPORATION	Master Services Agreement	6/26/15	$ -
5806	C&J Energy Services, Inc.	National Instruments	Software Quote	4/22/14	$ -
2171	C&J Well Services Inc.	NATIONAL OILWELL VARCO	Corporate Rental Application - Lexisnexis		$ -
2173	C&J Spec-Rent Services, Inc.	NATIONAL ONSHORE LP	Master Service Agreement	2/7/06	$ -
2172	C&J Spec-Rent Services, Inc.	NATIONAL ONSHORE LP	Master Service Agreement	2/7/06	$ -
2174	CJ Holding Co.	Natrona County Holdings LLC	Contractor'S Standard Terms And Conditions	4/23/15	$ -
2175	C&J Spec-Rent Services, Inc.	NATURAL GAS PIPELINE CO OF AMERICA	General Service Agreement	10/6/05	$ -
2176	C&J Spec-Rent Services, Inc.	NATURAL GAS PIPLELINE COMPANY OF	General Services Agreement	5/1/15	$ -
2177	C&J Spec-Rent Services, Inc.	NAVIDAD RESOURCES LLC	Master Service Agreement	10/5/11	$ -
2179	C&J Energy Services Ltd.	NAVPORT, LLC	Order Form	10/30/15	$ -
2180	CJ Holding Co.	NCL NATURAL RESOURCES, LLC	Master Services Agreement	11/3/15	$ -
2182	C&J Spec-Rent Services, Inc.	Nearburg Producing Company	Master Service Agreement - Nearburg Producing Company	10/14/10	$ -
2181	CJ Holding Co.	Nearburg Producing Company	Amendment To Master Service Agreement	8/6/15	$ -
2183	C&J Spec-Rent Services, Inc.	NEG Operating LLC	Master Service Agreement	2/7/06	$ -
2186	CJ Holding Co.	NEW CENTURY EXPLORATION LLC	Contractor'S Standard Terms And Conditions	9/3/15	$ -
2187	C&J Spec-Rent Services, Inc.	New Dominion, LLC	Master Services Agreement	7/1/14	$ -
2189	C&J Spec-Rent Services, Inc.	NEW GULF RESOURCES, LLC.	Master Service Contract	12/31/14	$ -
2190	C&J Well Services Inc.	NEW MEXICO STATE LAND OFFICE	Salt Water Disposal Easement Renewal	6/24/12	$ -
2192	CJ Holding Co.	NEWFIELD EXPLORATION CO	Amendment To Master Work Or Service Contract		$ -
2194	C&J Spec-Rent Services, Inc.	Newfield Exploration Company	Newfield Exploration Company - Master Work Or Service Contract	7/8/13	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2195	C&J Spec-Rent Services, Inc.	NEWFIELD EXPLORATION MID-CONTINENT, INC.	2005 Master Work Of Service Contract	9/14/05	$ -
2196	C&J Well Services Inc.	NEWFIELD PRODUCTION CO	Notice Of Lease Extension	4/30/13	$ -
2197	C&J Well Services Inc.	NEWFIELD PRODUCTION COMPANY	Customer Ticket Revenue	4/30/15	$ -
5386	CJ Holding Co.	NEWPORT STRATEGIC SEARCH	Contingency Search Fee Agreement	1/5/16	$ -
2203	C&J Well Services Inc.	NFR ENERGY LLC	Master Service Agreement	12/14/12	$ -
2202	C&J Well Services Inc.	NFR ENERGY LLC	Master Service Agreement	12/12/12	$ -
2201	C&J Spec-Rent Services, Inc.	NFR ENERGY LLC	Master Service Contract	12/15/08	$ -
2206	CJ Holding Co.	NISOURCE CORPORATE SERVICES COMPANY	Nisource Corporate Services Company General Services Agreement For Construction, Maintenance, Services, And Materials	4/22/15	$ -
2207	CJ Holding Co.	NITRO WATER SERVICES	Master Services Agreement	8/2/16	$ -
2208	C&J Spec-Rent Services, Inc.	NOBLE ENERGY INC	Adoption And Ratification Agreement	10/1/15	$ -
2209	C&J Well Services Inc.	NOBLE ENERGY INC	Adoption And Ratification Agreement	10/1/15	$ -
2210	C&J Spec-Rent Services, Inc.	Noble Energy Inc.	Master Work Or Service Contract	4/20/06	$ -
2211	C&J Spec-Rent Services, Inc.	NOBLE ENERGY, INC.	Master Work Or Service Contract	7/7/09	$ -
2212	C&J Spec-Rent Services, Inc.	Noble Midstream Services, LLC	Adoption And Ratification Agreement Between Company Affiliate And Contractor	10/1/15	$ -
2213	C&J Spec-Rent Services, Inc.	NODEL AND GROSSMAN PERMIAN LLC	Master Services Agreement	5/12/04	$ -
2215	CJ Holding Co.	Nordic Mechanical Services Ltd.	Maintenance Agreement For Building Environmental Systems	4/1/13	$ 16,051.66
5451	C&J Spec-Rent Services, Inc.	NORMAN C. PETERSON	Consulting Agreement	8/30/13	$ -
2217	C&J Well Services Inc.	NORTH DAKOTA SWD WELL #1, LLC	Operating Services Agreement	4/1/16	$ -
2216	C&J Well Services Inc.	NORTH DAKOTA SWD WELL #1, LLC	Salt Water Disposal Well And Land Use Lease Agreement	8/23/13	$ -
2219	C&J Spec-Rent Services, Inc.	North Range Resources, LLC	Master Services Agreement	2/1/16	$ -
2218	CJ Holding Co.	NORTH RANGE RESOURCES, LLC	Master Services Agreement	2/1/16	$ -
2220	CJ Holding Co.	North South	Contractor'S Standard Terms And Conditions	9/2/15	$ -
2221	C&J Spec-Rent Services, Inc.	NORTH TEXAS OIL & GAS LLC	Master Service And Supply Agreement	4/21/14	$ -
2222	C&J Spec-Rent Services, Inc.	NORTHEAST NATURAL ENERGY, LLC.	Master Services Agreement	12/19/13	$ -
2223	CJ Holding Co.	NOV Quality Tubing	Preferred Customer Program	12/17/12	$ -
2225	C&J Spec-Rent Services, Inc.	NOVASYS TECHNOLOGIES INC	Shead Tension Tool Dashboard System Quote	9/3/14	$ -
2224	C&J Spec-Rent Services, Inc.	NOVASYS TECHNOLOGIES INC	Head Tension Tool Dashboard System Quote	9/3/14	$ 9,120.00
2227	C&J Spec-Rent Services, Inc.	NOVASYS TECHNOLOGIES, INC.	Software Development Agreement	9/24/14	$ -
2229	CJ Holding Co.	NUSTAR ASPHALT REFINING LLC	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2230	C&J Well Services Inc.	NUSTAR ASPHALT REFINING, LLC	Carrier Access Agreement	11/14/12	$ -
2232	C&J Well Services Inc.	NUSTAR CRUDE SUPPLY LLC	Carrier Access Agreement	11/14/12	$ -
2231	CJ Holding Co.	NUSTAR CRUDE SUPPLY LLC	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2233	C&J Well Services Inc.	NUSTAR LOGISTICS, L.P.	Carrier Access Agreement	11/14/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2234	CJ Holding Co.	NUSTAR LOGISTICS, LP	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2235	CJ Holding Co.	NUSTAR MARKETING LLC	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2236	C&J Well Services Inc.	NUSTAR MARKETING LLC	Carrier Access Agreement	11/14/12	$ -
2237	C&J Well Services Inc.	NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.	Carrier Access Agreement	11/14/12	$ -
2238	CJ Holding Co.	NUSTAR PIPELINE OPERATING PARTNERSHIP, LP	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2239	CJ Holding Co.	NUSTAR REFINING LLC	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2240	C&J Well Services Inc.	NUSTAR REFINING, LLC	Carrier Access Agreement	11/14/12	$ -
2241	C&J Well Services Inc.	NUSTAR TERMINALS OPERATIONS PARTNERSHIP L.P.	Carrier Access Agreement	11/14/12	$ -
2242	CJ Holding Co.	NUSTAR TERMINALS OPERATIONS PARTNERSHIP, LP	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2243	C&J Well Services Inc.	NUSTAR TERMINALS PARTNERS TX L.P.	Carrier Access Agreement	11/14/12	$ -
2244	CJ Holding Co.	NUSTAR TERMINALS PARTNERS TX, LP	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2245	C&J Well Services Inc.	NUSTAR TERMINALS SERVICES ,CIN.	Carrier Access Agreement	11/14/12	$ -
2246	CJ Holding Co.	NUSTAR TERMINALS SERVICES, INC.	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2247	C&J Spec-Rent Services, Inc.	O.H.B., Inc.	Master Services Agreement	6/28/13	$ -
2248	C&J Spec-Rent Services, Inc.	Oak Valley Operating, LLC	Master Services Agreement	2/13/14	$ -
5793	C&J Energy Services, Inc.	OANDA	OANDA Rate Subscription Agreement	2/4/15	$ -
2253	C&J Spec-Rent Services, Inc.	Oasis Petroleum North America LLC	Master Service Agreement	3/29/13	$ -
2256	KVS Transportation, Inc.	OCCIDENTAL OF ELK HILLS, INC.	Master Service Agreement	10/15/07	$ -
2255	KVS Transportation, Inc.	Occidental of Elk Hills, Inc.	Statement Of Commercial Terms No. Wc-S-13-42796	1/14/14	$ -
2254	KVS Transportation, Inc.	OCCIDENTAL OF ELK HILLS, INC.	Statement Of Commerical Terms	1/1/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2258	C&J Well Services Inc.	OCCIDENTAL PERMIAN LTD	Commercial Terms	7/7/14	$ -
2257	C&J Well Services Inc.	OCCIDENTAL PERMIAN LTD	Amendment To Commercial Terms	6/27/16	$ -
2259	C&J Well Services Inc.	OCCIDENTAL PERMIAN LTD, OXY USA WTP LP, OXY USA INC	Amendment To Commerical Terms	6/11/16	$ -
2260	C&J Well Services Inc.	OCCIDENTAL PERMIAN LTD, OXY USA WTP LP, OXY USA INC	Amendment To Commercial Terms	4/8/16	$ -
2261	C&J Well Services Inc.	OCCIDENTAL PERMIAN LTD.	Oxy Amendment To Commercial Terms	5/24/16	$ -
2262	C&J Well Services Inc.	OCCIDENTAL PERMIAN LTD.	Amendment To Commercial Terms	1/18/16	$ -
5702	C&J Spec-Rent Services, Inc.	OCS Enterprises	Lease Agreement		$ -
2263	C&J Spec-Rent Services, Inc.	OCS ENTERPRISES INC	Lease Agreement	3/31/09	$ -
2266	CJ Holding Co.	OGOG Operating LLC	Contractor'S Standard Terms And Conditions	5/12/16	$ -
2268	C&J Well Services Inc.	OGX RESOURCES LLC	Modified Version Of The Association Of Energy Service Companies Master Service Agreement	7/28/06	$ -
2267	C&J Spec-Rent Services, Inc.	OGX RESOURCES LLC	Master Service Agreement	3/3/11	$ -
2274	C&J Well Services Inc.	ONE PETROLEUM CENTER LLC	Office Lease Agreement	10/15/15	$ -
2276	C&J Well Services Inc.	one Petroleum center, LLC	Lease Agreement	10/15/15	$ -
2280	Mobile Data Technologies Ltd.	ONYX Holdings Inc.	Lease Agreement	7/24/14	$ -
2281	Mobile Data Technologies Ltd.	ONYX HOLDINGS INC.	Lease Agreement	7/24/14	$ -
2279	Mobile Data Technologies Ltd.	ONYX Holdings Inc.	Lease Agreement	3/23/14	$ -
2283	Mobile Data Technologies Ltd.	ONYX Property Development Ltd.	Lease Agreement	7/24/14	$ -
2287	Mobile Data Technologies Ltd.	ONYX PROPERTY DEVELOPMENTS LTD	Lease Agreement	7/24/14	$ -
2285	Mobile Data Technologies Ltd.	Onyx property developments ltd	Lease Agreement	7/24/14	$ -
2284	Mobile Data Technologies Ltd.	ONYX PROPERTY DEVELOPMENTS LTD	Amended Lease Agreement	2/27/15	$ -
2288	C&J Energy Services, Inc.	OP ENTERPRISE	Service Agreement	10/1/15	$ -
2290	CJ Holding Co.	OPUS OPERATING II LLC	Master Service Agreement	11/18/15	$ -
2294	C&J Energy Services, Inc.	ORACLE AMERICA, INC.	Assignment And Certification Of Non Possession	1/15/16	$ -
2293	C&J Energy Services, Inc.	ORACLE AMERICA, INC.	Assignment And Certification Of Non Possession	1/15/16	$ -
2292	C&J Energy Services, Inc.	ORACLE AMERICA, INC.	Assignment And Certification Of Non Possession	1/15/16	$ 21,135.02
2298	C&J Spec-Rent Services, Inc.	Orzunil 1 de Electricidad, Limitada	Master Services Agreement	2/27/15	$ -
2299	C&J Spec-Rent Services, Inc.	Osage Exploration and Development, Inc.	Master Services Agreement	1/22/14	$ -
2300	C&J Spec-Rent Services, Inc.	OWEN OIL TOOLS LP	Distribution Agreement	12/16/15	$ -
2301	C&J Spec-Rent Services, Inc.	OWEN OIL TOOLS LP	First Amendment To The Distribution Agreement	1/22/16	$ -
2302	C&J Spec-Rent Services, Inc.	OWEN OIL TOOLS LP	C&J Spec-Rent Services, Inc. Sales Order Standard Terms & Conditions	6/15/15	$ -
2305	C&J Well Services Inc.	OXY LITTLE KNIFE, LLC	Oxy Amendment To Commercial Terms	5/24/16	$ -
2306	C&J Well Services Inc.	OXY LITTLE KNIFE, LLC	Amendment To Commercial Terms	6/27/16	$ -
2307	C&J Well Services Inc.	OXY LITTLE KNIFE, LLC	Amendment To Commercial Terms	1/18/16	$ -
2309	C&J Well Services Inc.	OXY USA INC	Amendment No.1 To Commercial Terms 2100096509	5/28/15	$ -
2308	C&J Spec-Rent Services, Inc.	OXY USA INC	Statement Of Commercial Terms	4/1/12	$ -
2316	C&J Well Services Inc.	OXY USA INC.	Amendment To Commercial Terms	1/18/16	$ -
2313	C&J Spec-Rent Services, Inc.	Oxy USA Inc.	Commercial Terms	11/25/14	$ -
2315	C&J Well Services Inc.	OXY USA INC.	Amendment To Commercial Terms	6/27/16	$ -
2310	C&J Spec-Rent Services, Inc.	Oxy USA Inc.	Statement Of Commercial Terms #Sct-12-N0005-001 Blanket Purchase Agreement #21000024321	4/1/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2314	C&J Spec-Rent Services, Inc.	OXY USA INC.	Master Service Agreement	5/1/11	$ -
2312	C&J Well Services Inc.	OXY USA INC.	Oxy Amendment To Commercial Terms	5/24/16	$ -
2311	C&J Spec-Rent Services, Inc.	OXY USA INC.	Amendment No. 1 To Commercial Terms	11/1/14	$ -
2317	C&J Well Services Inc.	OXY USA WTP LP	Oxy Amendment To Commercial Terms	5/24/16	$ -
2318	C&J Well Services Inc.	OXY USA WTP LP	Amendment To Commercial Terms	6/27/16	$ -
2319	C&J Well Services Inc.	OXY USA WTP LP	Amendment To Commercial Terms	1/18/16	$ -
2320	C&J Well Services Inc.	OXY USA, INC.	Amendment To Commercial Terms	8/18/15	$ -
2321	C&J Well Services Inc.	OXY USA, Inc.	Commerical Terms	7/1/14	$ -
2322	C&J Spec-Rent Services, Inc.	Oxy USA, Inc.	Statement Of Commercial Terms	7/3/14	$ -
2323	KVS Transportation, Inc.	OXY USA, INC.	Statement Of Commerical Terms	1/1/14	$ -
2324	C&J Spec-Rent Services, Inc.	Pablo Energy II, LLC	Master Services Agreement	9/30/14	$ -
2325	C&J Spec-Rent Services, Inc.	Paccom Realty Advisors, Inc. dba Cushman & Wakefield/Pacifc	Lease Agreement	12/4/12	$ -
2327	CJ Holding Co.	Pacesetter Energy, LLC	Master Service Agreement	2/26/15	$ -
2326	CJ Holding Co.	PACESETTER ENERGY, LLC	Master Service Agreement	2/26/15	$ -
2329	CJ Holding Co.	PACIFIC COAST ENERGY COMPANY, LP.	Master Work Agreement	3/8/16	$ -
2330	C&J Spec-Rent Services, Inc.	PACIFIC WESTERN EQUIPMENT FIANNCE	Assignment And Assumption Of Lease Agreement	8/1/14	$ -
2344	C&J Spec-Rent Services, Inc.	PACIFIC WESTERN EQUIPMENT FINANCE	Amendment No. 1 To Master Documents	4/1/12	$ -
2334	C&J Spec-Rent Services, Inc.	PACIFIC WESTERN EQUIPMENT FINANCE	Lease Schedule No. 06A	5/1/12	$ -
2336	C&J Spec-Rent Services, Inc.	PACIFIC WESTERN EQUIPMENT FINANCE	Lease Schedule No.006	5/1/12	$ -
2340	C&J Spec-Rent Services, Inc.	PACIFIC WESTERN EQUIPMENT FINANCE	Lessee'S Offer To Extend	11/25/15	$ -
2345	C&J Well Services Inc.	PAIGE WEATHERBY	Recurring Payment Request	9/10/15	$ -
2346	C&J Spec-Rent Services, Inc.	PALACE OPERATING COMPANY	Master Service Agreement	12/29/05	$ -
2347	C&J Spec-Rent Services, Inc.	PALADIN	Contractor'S Standard Terms And Conditions	10/29/14	$ -
2348	CJ Holding Co.	PALMERA RESOURCES, LLC	Master Services Agreement	9/11/15	$ -
2349	C&J Spec-Rent Services, Inc.	Paloma Resources, LLC	Master Service Agreement	9/7/11	$ -
2350	C&J Spec-Rent Services, Inc.	PALOMA RESOURCES, LLC	Master Service Agreement	11/14/07	$ -
2351	C&J Spec-Rent Services, Inc.	PANTHER ENERGY COMPANY II LLC	Miscellaneous Work Or Service Agreement	9/17/14	$ -
2352	C&J Spec-Rent Services, Inc.	Panther Energy Company, LLC	Panther Energy Company, Llc - Agreement	4/19/12	$ -
2353	C&J Spec-Rent Services, Inc.	PARADIGM GROUP, INC.	Contingency Search Fee Agreement	1/12/16	$ -
2354	C&J Well Services Inc.	PARALLEL PETROLEUM LLC	Master Service Agreement		$ -
2355	C&J Energy Services, Inc.	PARKER BUSINESS FORMS, INC.	Master Purchase Agreement	11/2/15	$ -
2356	C&J Spec-Rent Services, Inc.	PARKS PATON HOEPFL & BROWN, LLC	The Letter Agreement	4/7/16	$ -
2357	Tellus Oilfield Inc.	PARSLEY ENERGY OPERATIONS LLC	Master Service/Sales Agreement	9/5/14	$ -
2359	C&J Spec-Rent Services, Inc.	PARSLEY ENERGY OPERATIONS, LLC	Master Service/Sales Agreement	2/15/11	$ -
2358	C&J Spec-Rent Services, Inc.	Parsley Energy Operations, LLC	Master Service/Sales Agreement	5/14/14	$ -
2360	CJ Holding Co.	PARTRIDGE-SIBLEY INDUSTRIAL SERVICES, INC.	Master Services Agreement		$ -
2361	C&J Spec-Rent Services, Inc.	PATRIOT RESOURCES INC	Master Services Agreement	7/20/10	$ -
2363	C&J Spec-Rent Services, Inc.	Patriot Resources, Inc.	Master Services And Supply Agreement	10/17/14	$ -
2362	C&J Spec-Rent Services, Inc.	PATRIOT RESOURCES, INC.	Maser Services And Supply Agreement	10/17/14	$ -
2364	CJ Holding Co.	Patterson & Sheridan, L.L.P.	Firm Representation	5/27/15	$ -
2365	CJ Holding Co.	PAWN INVESTMENTS INC	Master Service Agreement	2/22/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2368	C&J Well Services Inc.	PB ENERGY STORAGE SERVICES, INC.	Master Service Agreement	8/14/14	$ -
2367	CJ Holding Co.	PB Energy Storage Services, Inc.	Amendment To Master Service Agreement	6/7/16	$ -
2366	CJ Holding Co.	PB Energy Storage Services, Inc.	Master Service Agreement	8/14/14	$ -
2370	C&J Spec-Rent Services, Inc.	PCORE EXPLORATION & PRODUCTION II LLC	Assignment Of Master Service Agreement	1/30/15	$ -
2371	C&J Spec-Rent Services, Inc.	PCORE EXPLORATION & PRODUCTION LLC	Master Service Agreement	1/30/15	$ -
2372	C&J Spec-Rent Services, Inc.	PDC Energy, Inc.	Master Services Agreement	7/31/14	$ -
2375	C&J Well Services Inc.	PEAK WELL SERVICE LLC	Master Services Agreement	8/21/15	$ -
2374	CJ Holding Co.	PEAK WELL SERVICE LLC	Master Services Agreement	8/21/15	$ -
2376	C&J Spec-Rent Services, Inc.	PEARL RESOURCES OPERATING CO., LLC	Master Services Agreement	5/5/14	$ -
2385	C&J Well Services Inc.	PEGGY SUE DORSEY	Special Warranty Deed	10/19/05	$ -
2386	C&J Well Services Inc.	PENN VIRGINIA MC ENERGY L.L.C.	Master Service Contract	3/28/13	$ -
2387	C&J Spec-Rent Services, Inc.	Penn Virginia Oil & Gas Corporation	Master Service Contract (Eastern Region)	9/21/10	$ -
2388	C&J Well Services Inc.	PENN VIRGINIA OIL & GAS CORPORATION	Master Service Contract	3/28/13	$ -
2389	C&J Well Services Inc.	PENN VIRGINIA OIL & GAS L.P.	Master Service Contract	3/28/13	$ -
2390	C&J Spec-Rent Services, Inc.	PENN VIRGINIA OIL & GAS LP	Master Service Contract	11/28/05	$ -
2391	C&J Spec-Rent Services, Inc.	PENNENERGY RESOURCES LLC	Oilfield Master Service Agreement	5/7/13	$ -
2392	CJ Holding Co.	PENNER ENERGY, INC.	Master Services Agreement	5/26/15	$ -
2393	C&J Spec-Rent Services, Inc.	PENNSYLVANIA GENERAL ENERGY	Amendment To Master Service Agreement	1/12/16	$ -
2394	C&J Spec-Rent Services, Inc.	PENNSYLVANIA GENERAL ENERGY CO., LLC	Master Service Agreement	11/2/11	$ -
2395	C&J Spec-Rent Services, Inc.	PENNSYLVANIA GENERAL ENERGY COMPANY, LLC	Master Service Agreement	3/28/14	$ -
5855	C&J Spec-Rent Services, Inc.	Penny Global	NPC (Swap)		$ -
5858	C&J Energy Services, Inc.	Penny Technologies	IP License Agreement		$ -
5859	C&J Spec-Rent Services, Inc.	Penny Technologies	R&D Services Agreement		$ -
2409	KVS Transportation, Inc.	PEOPLENET	Master Purchase Agreement	10/12/10	$ 87,210.99
2410	KVS Transportation, Inc.	PEPSICO. INC.	Master Agreement For Motor Carrier Transportation Services	3/22/16	$ -
2411	C&J Spec-Rent Services, Inc.	PEREGRINE PETROLEUM PARTNERS, LTD.	Master Service Contract	12/9/13	$ -
2412	C&J Spec-Rent Services, Inc.	Permian Resources, LLC	Master Service Agreement		$ -
2413	C&J Spec-Rent Services, Inc.	PETRO HUNT LLC	Master Service Agreement	10/2/12	$ -
2414	C&J Spec-Rent Services, Inc.	PETROEDGE OPERATING LLC	Master Service Agreement	2/2/13	$ -
2415	CJ Holding Co.	PETROGLYPH OPERATING COMPANY, INC.	Master Services Agreement	10/1/15	$ -
2416	C&J Spec-Rent Services, Inc.	PETROGULF CORPORATION	Master Service Agreement	12/3/13	$ -
2417	CJ Holding Co.	PETROHAWK ENERGY CORPORATION	Master Service Contract	2/25/12	$ -
2418	CJ Holding Co.	PETRO-HUNT, L.L.C.	Amendment To Master Service Agreement	8/17/15	$ -
2419	C&J Spec-Rent Services, Inc.	PETRO-HUNT, LLC	Master Service Agreement	12/9/14	$ -
2420	C&J Spec-Rent Services, Inc.	Petro-Hunt, LLC	Master Service Agreement	12/9/14	$ -
2421	CJ Holding Co.	PETROLEUM RESOURCE MANAGEMENT CORP.	General Terms And Conditions	9/1/15	$ -
2422	CJ Holding Co.	PETROMAX OPERATING CO., INC.	Master Service Agreement	11/2/15	$ -
5395	CJ Holding Co.	PetroPlan USA, LLC.	Contingency Search Fee Agreement	1/7/16	$ 60,937.50
2424	CJ Holding Co.	PETROQUEST ENERGY, L.L.C.	Master Service Agreement	4/8/15	$ -
2425	Blue Ribbon Technology Inc.	PFP INDUS GROUP, LLC	Purchase And Sale Agreement	6/29/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2426	CJ Holding Co.	PFP INDUSTRIES LLC	Supply Agreement	6/29/16	$ -
5787	C&J Spec-Rent Services, Inc.	PfP Industries, LLC	Lease to third party		$ -
2432	C&J Energy Services Ltd.	PFP INDUSTRIES, LLC	Asset Purchase Agreement	6/29/16	$ -
2427	CJ Holding Co.	PFP INDUSTRIES, LLC	Supply Agreement	6/29/16	$ -
2428	CJ Holding Co.	PFP INDUSTRIES, LLC	Asset Purchase Agreement Between Blue Ribbon Technology, Inc. And Pfp Industries, Llc And, For Purposes Of Article Ix Only, C&J Energy Services Ltd.	6/29/16	$ -
2429	C&J Spec-Rent Services, Inc.	PFP INDUSTRIES, LLC	Commercial Lease - Basic Terms	6/29/16	$ -
2433	C&J Spec-Rent Services, Inc.	PFP INDUSTRIES, LLC	Commercial Lease	6/29/16	$ -
2431	Blue Ribbon Technology Inc.	PFP INDUSTRIES, LLC	Asset Purchase Agreement	6/29/16	$ -
2430	CJ Holding Co.	PFP INDUSTRIES, LLC	Supply Agreement	6/29/16	$ -
2434	CJ Holding Co.	PHILIPS EXPLORATION COMPANY LC	Contractor'S Terms And Conditions	12/3/15	$ -
2436	ESP Completion Technologies LLC	PIKE ROAD STAFFORD LP	First Amendment To Lease	9/2/14	$ -
2437	C&J Spec-Rent Services, Inc.	PIKE ROAD- STAFFORD, L.P	Commercial Lease Addendum For Extension Of Term		$ -
2438	ESP Completion Technologies LLC	Pike Road- Stafford, L.P.	Amended And Restated Lease Agreement	9/24/13	$ -
2439	ESP Completion Technologies LLC	Pike Road-Stafford, L.P.	Commercial Lease	10/1/12	$ -
2440	Total E&S, Inc.	PIONEER BUSINESS SYSTEMS, INC.	Software License Agreement	12/30/11	$ -
2441	CJ Holding Co.	PIONEER NATURAL RESOURCES USA INC	Amendment To The Master Service/Sales Agreement	6/11/15	$ -
2442	C&J Spec-Rent Services, Inc.	PIONEER NATURAL RESOURCES USA, INC.	Amendment To Master Service/Sales Agreement (Msa) Between Pioneer Natural Resources Usa, Inc. (Company) And Casedhole Solutions Utah Inc. (Contractor)	2/1/10	$ -
2443	C&J Spec-Rent Services, Inc.	PIONEER NATURAL RESOURCES USA, INC.	Pioneer Natural Resources Usa, Inc. Master Service/Sales Agreement	1/30/06	$ -
2444	CJ Holding Co.	PIONEER OIL & GAS CORP	Master Service Agreement	2/22/16	$ -
5817	Blue Ribbon Technology Inc.	Pioneer Waste Services	Master Service Agreement	11/3/14	$ -
2446	C&J Well Services Inc.	PIT PIPE INC	Amendment To Lease Agreement Wv-Sl-195	2/25/15	$ -
2447	C&J Well Services Inc.	PIT PIPE LINE, INC.	Renewal Lease Agreement	4/1/16	$ -
2448	C&J Well Services Inc.	PIT Pipe, Inc.	Lease Agreement Completion	2/1/16	$ -
2449	C&J Well Services Inc.	PIT Pipe, Inc.	Lease Agreement	3/12/14	$ -
2452	KVS Transportation, Inc.	PITNEY BOWES	Pitney Bowes Lease Agreement	11/15/06	$ -
2453	C&J Well Services Inc.	PITNEY BOWES	Pitney Bowes Application Form	4/12/06	$ -
2451	C&J Spec-Rent Services, Inc.	PITNEY BOWES	Lease Agreement	5/8/08	$ -
2450	Mobile Data Technologies Ltd.	PITNEY BOWES	Lease Agreement Client Privilege	8/10/16	$ 32,583.35
2462	C&J Well Services Inc.	Pitney Bowes	Pitney Bowes Lease Agreement	4/9/14	$ -
2455	C&J Well Services Inc.	Pitney Bowes	Ez Lease Plus	3/25/13	$ -
2457	C&J Well Services Inc.	Pitney Bowes	Ez Lease Plus	4/11/13	$ -
2463	C&J Well Services Inc.	Pitney Bowes	Pitney Bowes Lease Agreement		$ -
2464	C&J Well Services Inc.	Pitney Bowes	Pitney Bowes Lease Agreement		$ -
2465	C&J Well Services Inc.	Pitney Bowes	Pitney Bowes Lease Agreement	10/8/14	$ -
2466	C&J Well Services Inc.	Pitney Bowes	Pitney Bowes Lease Agreement	3/28/14	$ -
2467	C&J Well Services Inc.	Pitney Bowes Global Financial Services	Renewal Of Postage Equipment Lease	7/21/14	$ -
2469	C&J Well Services Inc.	Pitney Bowes Global Financial Services LLC	Ez Lease	3/19/13	$ -
2470	C&J Energy Production Services-Canada Ltd.	Pitney Bowes of Canada Ltd.	Pitney Bowes Agreement		$ -
2472	C&J Well Services Inc.	PLACID OIL COMPANY	Amendment To Commercial Terms	1/18/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2473	C&J Well Services Inc.	PLACID OIL COMPANYN	Amendment To Commercial Terms	6/27/16	$ -
2474	C&J Spec-Rent Services, Inc.	PLAINS LEASING , LLC.	Second Residential Lease Extension	12/14/13	$ -
2477	C&J Spec-Rent Services, Inc.	PLAINS LEASING LLC OF BILLINGS MONTANA	Second Residential Lease Extension Agreement	7/31/13	$ -
2478	C&J Spec-Rent Services, Inc.	PLAINS LEASING LLC OF BILLINGS MONTANA	First Residential Lease Extension Agreement	7/31/13	$ -
2479	C&J Spec-Rent Services, Inc.	PLAINS LEASING LLC OF BILLINGS MONTANA	Second Residential Lease Extension Agreement	7/31/13	$ -
2481	C&J Spec-Rent Services, Inc.	PLAINS LEASING LLC.	Third Residential Lease Extension Agreement	11/13/14	$ -
5754	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
5753	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
5752	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
5751	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
5750	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
5749	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
5748	C&J Spec-Rent Services, Inc.	Plains Leasing, LLC	Residential Lease/extension		$ -
2483	C&J Spec-Rent Services, Inc.	PLAINS LEASING, LLC	Residential Lease	12/13/11	$ -
2484	C&J Spec-Rent Services, Inc.	PLAINS LEASING, LLC	Second Residential Lease Extension Agreement	2/17/15	$ -
2485	KVS Transportation, Inc.	Plains Marketing, L.P.	Major Service Contract	3/22/16	$ -
2486	C&J Well Services Inc.	PLENTYWOOD SANITATION	Service Agreement Non-Hazardous Waste	7/31/13	$ -
2487	CJ Holding Co.	PLUG NICKEL OIL	Master Services Agreement	3/18/16	$ -
2488	C&J Spec-Rent Services, Inc.	PLUG NICKEL OIL	Master Services Agreement	3/18/16	$ -
2490	C&J Spec-Rent Services, Inc.	POLLY BROOKS	Pool Company Texas Ltd	9/20/01	$ -
2491	C&J Spec-Rent Services, Inc.	Polly Brooks	Extension Of Disposal Facility Lease Agreement	9/8/07	$ -
2492	C&J Well Services Inc.	Polly Brooks	Letter	8/8/08	$ -
2493	C&J Well Services Inc.	POLLY BROOKS	Letter	7/31/15	$ -
2498	C&J Well Services Inc.	POLLY BROOKS HARPER	Amended Disposal Facility Lease Agreement	11/1/14	$ -
2494	C&J Well Services Inc.	Polly Brooks Harper	Lease Agreement	9/25/12	$ -
2495	C&J Well Services Inc.	Polly Brooks Harper	Lease Renewal	9/5/13	$ -
2496	C&J Well Services Inc.	POLLY BROOKS HARPER	Letter/Renewal Disposal Facility Lease Agreement	9/23/11	$ -
2497	C&J Well Services Inc.	Polly Brooks Harper	Lease Renewal	9/29/10	$ -
2499	C&J Well Services Inc.	POLLY BROOKS -HARPER	Disposal Facility Lease Agreement	10/25/95	$ -
2500	C&J Spec-Rent Services, Inc.	POOL COMPANY (TEXAS) INC/	Lease And Saltwater Disposal Agreement	11/22/94	$ -
2502	C&J Spec-Rent Services, Inc.	PPC OPERATING COMPANY LLC	Master Service Agreement	5/20/13	$ -
2505	CJ Holding Co.	PPHB LP	Letter Agreement	7/11/16	$ -
2506	CJ Holding Co.	PPHB, LP	Letter Agreement	4/7/16	$ -
5912	C&J Energy Services, Inc.	PR Newswire	Order for PR Newswire Services	4/29/16	$ -
2509	CJ Holding Co.	PRAXAIR DISTRIBUTION, INC.	Bulk Supply Rider	5/20/14	$ -
2510	C&J Spec-Rent Services, Inc.	PRE RESOURCES LLC	Master Services Agreement	4/10/15	$ -
2530	C&J Spec-Rent Services, Inc.	Premier Natural Resources	Master Service Agreement	5/5/12	$ -
2529	C&J Spec-Rent Services, Inc.	PREMIER NATURAL RESOURCES	Master Service Agreement	4/23/08	$ -
2531	CJ Holding Co.	Press Energy Services Oklahoma LLC	Master Services Agreement	2/3/16	$ -
2532	CJ Holding Co.	PRESS ENERGY SERVICES OKLAHOMA, LLC	Master Services Agreement	2/3/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2533	CJ Holding Co.	PRIDE VENTURES LLC	Master Services Agreement	4/15/16	$ -
2534	C&J Well Services Inc.	PRIMEXX OPERATION CORPORATION	Master Service Agreement	3/5/10	$ -
2535	C&J Spec-Rent Services, Inc.	Princess Three Operating, LLC et al.	Master Service Agreement	5/5/06	$ -
2536	CJ Holding Co.	Probe Technology Services, Inc.	Limited Developement And License Agreement	4/29/14	$ -
2544	CJ Holding Co.	PROTEGE ENERGY III LLC	Master Service Contract	9/9/15	$ -
2545	C&J Spec-Rent Services, Inc.	PROTEGE ENERGY LLC	Master Service Contract	7/13/07	$ -
2546	C&J Well Services Inc.	PRO-WATER, LLC	Master Service Agreement	10/24/11	$ -
2552	C&J Spec-Rent Services, Inc.	QEP ENERGY COMPANY	Master Service Agreement	7/16/14	$ -
2553	CJ Holding Co.	QSTAR, LLC	Master Services Agreement	1/30/16	$ -
2557	CJ Holding Co.	Quality Natural Gas, LLC	General Terms And Conditions	5/12/15	$ -
2558	C&J Spec-Rent Services, Inc.	Quantum Resources Management LLC	Master Service Contract	8/15/13	$ -
2560	C&J Spec-Rent Services, Inc.	QUESTAR EXPLORATION AND PRODUCTION COMPANY	General Agreement	11/30/05	$ -
2561	C&J Spec-Rent Services, Inc.	QUICKSILVER RESOURCES, INC.	Master Service Agreement	7/6/12	$ -
2562	C&J Spec-Rent Services, Inc.	R. LACY SERVICES LTD	Master Service Contract Update	3/15/11	$ -
2566	C&J Spec-Rent Services, Inc.	RAFTER H. OPERATING, LLC	Master Services Agreement	11/25/13	$ -
2568	CJ Holding Co.	RAM PETROLEUM	Contractor'S Standard Terms And Conditions	10/27/15	$ -
5575	CJ Holding Co.	RAM Transit Lines	MSA_Commercial Terms		$ -
5574	CJ Holding Co.	RAM Transit Lines	Amendment 01		$ -
2569	C&J Spec-Rent Services, Inc.	RANCHO CASITAS	Lease	6/6/97	$ -
2570	C&J Spec-Rent Services, Inc.	Rancho Casitas	Lease Agreement	6/6/97	$ -
2573	C&J Spec-Rent Services, Inc.	RANCHO CASITAS, LLC	Amendment Of Lease	3/21/16	$ -
2574	C&J Spec-Rent Services, Inc.	RANCHO CASITAS, LLC	Amendment Of Lease	5/29/14	$ -
2572	C&J Spec-Rent Services, Inc.	Rancho Casitas, LLC	Amendment Of Lease	5/29/14	$ -
2571	C&J Spec-Rent Services, Inc.	RANCHO CASITAS, LLC	Amendment Of Lease	4/6/15	$ -
5433	C&J Spec-Rent Services, Inc.	RANDOM WALK ENGINEERING LLC	Independent Contractor/Consulting Agreement	2/12/13	$ -
5689	C&J Spec-Rent Services, Inc.	Randy Balderas	Commercial Lease Amendment		$ -
2577	C&J Spec-Rent Services, Inc.	Randy Balderas	Memorandum Of Lease	10/13/10	$ -
2576	C&J Spec-Rent Services, Inc.	RANDY BALDERAS	Commercial Lease	8/11/10	$ -
2579	C&J Spec-Rent Services, Inc.	RANGE PRODUCTION COMPANY	Master Service Agreement	10/10/11	$ -
2578	C&J Spec-Rent Services, Inc.	Range Production Company	Range Resources Master Service Agreement	9/10/09	$ -
2580	CJ Holding Co.	RANGE PRODUCTION COMPANY, LLC	Master Service Agreement	5/19/15	$ -
2581	CJ Holding Co.	RANGE RESOURCES - APPALACHIA, LLC	Master Service Agreement	5/19/15	$ -
2582	CJ Holding Co.	RANGE RESOURCES - PINE MOUNTAIN, INC.	Master Service Agreement	5/19/15	$ -
2585	KVS Transportation, Inc.	RAY FILOTEO	Independent Contractor Agreement	2/7/02	$ -
2586	C&J Spec-Rent Services, Inc.	REAGENT CHEMICAL & RESEARCH INC	Master Service Agreement No. Msa Us-14-003	5/28/14	$ -
2587	C&J Well Services Inc.	REAGENT CHEMICAL & RESEARCH, INC.	Hcl Supply Agreement	11/4/15	$ -
2588	C&J Spec-Rent Services, Inc.	REAL FAMILY REVOCABLE TRUST	Lease Agreement Hunting And Recreational Use	3/26/14	$ -
2591	CJ Holding Co.	RED OAK ENERGY, INC.	Master Services Agreement	9/30/15	$ -
2592	CJ Holding Co.	RED WILLOW PRODUCTION LLC	First Amendment To Master Service Agreement	12/14/15	$ -
2594	C&J Spec-Rent Services, Inc.	RED WILLOW PRODUCTION, LLC	Miscellaneous Work Or Service Agreement	4/10/12	$ -
2593	C&J Spec-Rent Services, Inc.	Red Willow Production, LLC	Master Services Agreement	5/13/14	$ -
2595	C&J Spec-Rent Services, Inc.	RED WILLOW PRODUCTION, LLC	Contrator'S Standard Terms And Conditions	4/28/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2596	C&J Spec-Rent Services, Inc.	Redback Energy Services LLC	Master Services Agreement	6/17/14	$ -
2597	C&J Spec-Rent Services, Inc.	REDBACK ENERGY SERVICES LLC	Master Services Agreement	6/17/14	$ -
2598	CJ Holding Co.	Redi Drill Energy Svc.	Master Services Agreement	4/22/15	$ -
2599	CJ Holding Co.	REDTAIL INVESTMENTS LLC	Master Service Agreement	5/28/15	$ -
2601	C&J Spec-Rent Services, Inc.	REGANN RESOURCES	Real Estate Lease	3/1/16	$ -
2604	C&J Spec-Rent Services, Inc.	REGULATORY CONSULTANTS, INC. (RCI)	Web Based Applications Use Agreement	2/1/15	$ 36,967.00
2605	CJ Holding Co.	REI-NY, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
2607	C&J Spec-Rent Services, Inc.	RELIANCE ENERGY INC.	Master Service Agreement	10/25/07	$ -
2606	C&J Spec-Rent Services, Inc.	Reliance Energy Inc.	Master Service Agreement	11/10/10	$ 78,378.00
2608	C&J Spec-Rent Services, Inc.	RELIANT ENERGY RETAIL SERVICES, LLC	Electricity Sales Agreement	10/21/15	$ -
2609	C&J Spec-Rent Services, Inc.	RELIASTAR LIFE INSURANCE COMPANY	Administration Agreement - Self Administration	12/19/15	$ -
2610	Total E&S, Inc.	REPUBLIC SERVICES	Customer Service Agreement- A15573730	10/7/15	$ 37,401.61
2613	C&J Well Services Inc.	REPUBLIC SERVICES	Customer Service Agreement - Proposals	8/31/15	$ -
2611	Total E&S, Inc.	REPUBLIC SERVICES	Customer Service Agreement	10/1/15	$ -
2612	Total E&S, Inc.	REPUBLIC SERVICES	Customer Service Agreement	10/7/15	$ -
2614	CJ Holding Co.	RESEARCH DATA GROUP, INC/RDG FILINGS	Xbrl Tagging And Service And Related Services Contract	5/31/12	$ -
2615	C&J Spec-Rent Services, Inc.	RESOLUTE NATURAL RESOURCES COMPANY	Master Service Agreement	10/5/12	$ -
2616	CJ Holding Co.	RESOURCE ENERGY CAN-AM LLC	Master Service Agreement	5/23/16	$ -
2617	CJ Holding Co.	RESOURCE ENERGY, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
2619	C&J Well Services Inc.	RESOURCE ENTERPRISES, INC.	Commercial Triple Net Lease	7/1/15	$ -
2618	C&J Spec-Rent Services, Inc.	RESOURCE ENTERPRISES, INC.	Renewal Of Commercial Triple Net Lease	4/21/16	$ -
2621	C&J Spec-Rent Services, Inc.	REVEILLE OIL & GAS OPERATING LLC	Master Purchase Agreement	6/1/12	$ -
2622	CJ Holding Co.	Reveille Oil & Gas Operating, LLC	Master Purchase Agreement	9/1/15	$ -
2624	C&J Spec-Rent Services, Inc.	REX SUPPLY COMPANY	America'S Tool Crib Management Solution	6/3/15	$ -
2623	CJ Holding Co.	REX SUPPLY COMPANY	Letter Of Commitment To Purchase	9/4/15	$ 4,348.18
2626	C&J Spec-Rent Services, Inc.	REYNOLDS-LEIGH RANCH LP	Hunting Lease- Reynolds-Leigh Ranch	10/31/14	$ -
5727	C&J Spec-Rent Services, Inc.	Reynolds-Leigh Ranch, LP	Reinstatement and Second Amendment to Hunting Lease		$ -
2627	C&J Spec-Rent Services, Inc.	REYNOLDS-LEIGH RANCH, LP	Reinstatement And First Amendment To Hunting Lease	11/5/14	$ -
2628	CJ Holding Co.	RHDK OIL & GAS, LLC	Master Service Agreement	7/7/16	$ -
2630	C&J Spec-Rent Services, Inc.	Rice Drilling B, LLC	Master Service Agreement	8/7/14	$ -
2629	CJ Holding Co.	Rice Drilling B, LLC	Master Service Agreement	7/6/15	$ -
2631	CJ Holding Co.	RICE DRILLING D LLC	Master Service Agreement	7/6/15	$ -
2632	C&J Spec-Rent Services, Inc.	RICE DRILLING D, LLC	Master Service Agreement	8/7/14	$ -
2633	C&J Spec-Rent Services, Inc.	Richland Resources Corp., d/b/a RRCH Corp.	Master Service Contract	10/24/12	$ -
2634	C&J Spec-Rent Services, Inc.	RICOCHET ENERGY INC.	Contractor'S Standard Terms And Conditions	8/23/13	$ -
2639	C&J Energy Services, Inc.	RICOH AMERICAS CORPORATION	Order Agreement	1/19/12	$ -
2641	C&J Well Services Inc.	Ricoh Canada Inc.	Addendum (Service Agreement)	2/25/14	$ -
2640	C&J Energy Production Services-Canada Ltd.	RICOH CANADA INC.	Lease Agreement	7/17/15	$ -
2646	CJ Holding Co.	RIGDATA	Subscription Agreement	5/15/16	$ -
2647	C&J Spec-Rent Services, Inc.	RILEY EXPLORATION OPERATING COMPANY, LLC	Master Service Agreement	1/16/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2648	C&J Spec-Rent Services, Inc.	Riley Exploration Operating Company, LLC collectively with its subsidiaries	Master Service Agreement	1/16/15	$ -
2649	C&J Spec-Rent Services, Inc.	RIM OPERATING, INC.	General Services Agreement	7/19/13	$ -
2650	C&J Spec-Rent Services, Inc.	RINCON PETROLEUM CORPORATION	Master Service Agreement	2/27/05	$ -
2652	C&J Well Services Inc.	RIO DE VIENTO, INC.	Amendment To Commercial Terms	6/27/16	$ -
2651	C&J Well Services Inc.	RIO DE VIENTO, INC.	Oxy Amendment To Commercial Terms	5/24/16	$ -
2653	C&J Well Services Inc.	RIO DE VIENTO, INC.	Amendment To Commercial Terms	1/18/16	$ -
2654	C&J Well Services Inc.	Rio Oil & Gas, LLC.	Master Service Agreement	1/27/14	$ -
2655	CJ Holding Co.	RIO OIL AND GAS (OPCO), LLC	Amendment To Master Service Agreement	5/27/15	$ -
2656	Total E&S, Inc.	RITESOFT, LLC	Rite Soft Solutions	2/2/12	$ -
2657	Total E&S, Inc.	RiteSoft, LLC Solutions	Software License Agreement	2/21/11	$ -
2660	C&J Well Services Inc.	RK DEVELOPMENT LLC	Office Building Lease	6/12/14	$ -
2661	C&J Spec-Rent Services, Inc.	RK DEVELOPMENT, LLC	Office Building Lease	4/1/15	$ -
2662	C&J Spec-Rent Services, Inc.	RKI Exploration & Production, LLC	Contractor'S Standard Terms And Conditions	8/27/13	$ -
2663	CJ Holding Co.	RLU OPERATING, LLC	Master Service Agreement	10/30/15	$ -
2664	C&J Spec-Rent Services, Inc.	RMR OPERATIING, LLC	Master Service Agreement By And Between Rmr Operation, Llc (Company) And C&J Spec-Rent Services, Inc. And Its Affiliated Companies (Contractor)	3/6/14	$ -
2665	C&J Spec-Rent Services, Inc.	RMR OPERATION, L.L.C.	Contractor'S Standard Terms And Conditions	2/25/14	$ -
2667	C&J Spec-Rent Services, Inc.	ROBERT BURROUGHS	Lease Agreement	11/1/15	$ -
5455	C&J Spec-Rent Services, Inc.	ROBERT BURT	Consulting Agreement	8/30/13	$ -
2668	C&J Well Services Inc.	ROBERT E. BEASLEY	Industrial Real Estate Lease	7/30/86	$ -
5811	C&J Spec-Rent Services, Inc.	Robert Fielder	Purchase and Sale Agreement - ESP Completion Technologies LLC	5/18/15	$ -
2670	ESP Completion Technologies LLC	Robert Fielder	Confidential Information, Intellectual Property, Non-Competition And Non-Solicitation Agreement	5/18/15	$ -
5370	CJ Holding Co.	ROBERT HALF	Temporary/Contract Staffing Agreement	2/26/16	$ -
5378	CJ Holding Co.	ROBERT HALF INTERNATIONAL INC.	Contingency Search Fee Agreement	1/6/16	$ -
5447	C&J Spec-Rent Services, Inc.	ROBERT SLOAN	Independent Contractor/Consulting Agreement		$ -
2674	C&J Spec-Rent Services, Inc.	ROBERTA REAL ROLLINGS	Lease Agreement	2/1/14	$ -
5466	C&J Spec-Rent Services, Inc.	ROCIO M PEDRAZA	Independent Contractor/Consulting Agreement	5/20/13	$ -
5416	C&J Spec-Rent Services, Inc.	ROCIO M. PEDRAZA	Independent Contractor / Consulting Agreement	5/20/13	$ -
2675	CJ Holding Co.	ROCK OIL II INC	Master Work/Service Agreement	12/31/15	$ -
2676	CJ Holding Co.	Rock Oil II, Inc.	Master Work/Service Agreement	5/15/15	$ -
2677	CJ Holding Co.	ROCKCLIFF ENERGY LLC	Master Service Contract Rockcliff Energy Llc	12/9/15	$ -
5713	C&J Well Services Inc.	Ronald and Marvel Ritzke	SWD		$ -
5765	C&J Well Services Inc.	Ronald Crockett	Lease Extension		$ -
5696	C&J Well Services Inc.	Ronald Crockett	Lease Agreement		$ -
2682	C&J Well Services Inc.	RONALD CROCKETT	Amendment To Lease Agreement Letter	12/1/12	$ -
2681	C&J Well Services Inc.	RONALD CROCKETT	Lease Agreement-Mt-Sl-603	11/1/13	$ -
2680	C&J Well Services Inc.	RONALD CROCKETT	Amendment To Lease Agreement	11/1/10	$ -
2683	C&J Well Services Inc.	Ronald Crokett	Master Lease Packet	11/3/14	$ -
5490	C&J Spec-Rent Services, Inc.	RONALD EDWARD HOFF	Independent Contractor/Consulting Agreement	6/9/15	$ -
5460	C&J Spec-Rent Services, Inc.	RONALD G MATTEWS	Consulting Agreement	8/30/13	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5461	C&J Spec-Rent Services, Inc.	RONALD G MATTHEWS	Consulting Agreement	8/30/13	$ -
5462	C&J Spec-Rent Services, Inc.	RONALD G. MATTHEWS	Consulting Agreement	8/30/13	$ -
5512	C&J Spec-Rent Services, Inc.	RONALD M PARKER	Independent Contractor/Consulting Agreement	8/9/13	$ -
2685	KVS Transportation, Inc.	Rosedale Lane Properties, LLC	Real Estate Lease	1/14/13	$ -
2686	CJ Holding Co.	ROSEN USA, INC	Master Services Agreement	10/20/15	$ -
2690	C&J Spec-Rent Services, Inc.	ROSETTA RESOURCES OPERATING LP	Master Service Contract	5/24/06	$ -
2689	C&J Spec-Rent Services, Inc.	Rosetta Resources Operating LP	Master Service Agreement	2/1/07	$ -
2691	CJ Holding Co.	Rosewood Resources, Inc.	Master Services Agreement	7/15/15	$ -
2692	C&J Spec-Rent Services, Inc.	Ross Explorations, Inc.	Master Service Agreement	9/3/09	$ -
2695	CJ Holding Co.	ROXANNA NEBRASKA LLC	Contractor'S Standard Terms And Conditions	3/22/16	$ -
2696	C&J Spec-Rent Services, Inc.	ROXANNA NEBRASKA, LLC	Contractor'S Standard Terms And Conditions	3/22/16	$ -
2697	C&J Well Services Inc.	Roy Cole	Scope Of Work And Compensation Agreement	7/15/16	$ -
2698	C&J Spec-Rent Services, Inc.	ROYAL PRODUCTION COMPANY, INC.	Master Service Agreement	8/7/06	$ -
2700	C&J Spec-Rent Services, Inc.	ROYAL SERVICES COMPANY LLC	Service Agreement- Parking Lot 10771 Westpark	11/21/13	$ -
2699	C&J Spec-Rent Services, Inc.	ROYAL SERVICES COMPANY LLC	Letter- Deep Clean /Water Recovery & Disposal	11/25/13	$ -
2704	C&J Spec-Rent Services, Inc.	RSP PERMIAN, LLC	Master Service Agreement	3/2/12	$ -
2703	C&J Spec-Rent Services, Inc.	RSP Permian, LLC	Master Services Agreement	2/13/12	$ -
2705	CJ Holding Co.	RUNNING HORSE PRODUCTION CO. LLC	First Amendment To Master Service Agreement	12/14/15	$ -
5415	C&J Spec-Rent Services, Inc.	RUSH BATTLE	Independent Contractor/Consulting Agreement	4/1/16	$ -
5465	C&J Spec-Rent Services, Inc.	RUSH BATTLE	Consulting Agreement	3/23/15	$ -
5441	C&J Spec-Rent Services, Inc.	Rush Battle	Consulting Agreement	3/23/15	$ -
2710	C&J Spec-Rent Services, Inc.	RUSH TRUCK LEASING INC	Short Term Equipment Lease	8/5/11	$ -
2711	C&J Spec-Rent Services, Inc.	RUSH TRUCK LEASING INC	Master Lease/ Rental Agreement	10/14/14	$ -
2713	C&J Spec-Rent Services, Inc.	RUSH TRUCK LEASING, INC.	Schedule A - Short Term Equipment Lease	8/29/11	$ -
2718	C&J Spec-Rent Services, Inc.	RUWCO OIL AND GAS CORP.	Master Service Agreement	11/4/03	$ -
2719	C&J Spec-Rent Services, Inc.	RWLS, LLC	Master Services Agreement	2/19/15	$ -
2720	CJ Holding Co.	RYAN ENVIRONMENTAL LLC	Agreement To Adopt Master Service Agreement	7/24/15	$ -
2721	C&J Well Services Inc.	Ryder Integrated Logistics, Inc.	General Terms And Conditions (Motor Carrier) Usa	10/28/15	$ -
2723	C&J Well Services Inc.	S. E. & E., LLC	Absolute Assignment And Quitclaim	2/15/07	$ -
2727	C&J Spec-Rent Services, Inc.	Sabalo Operating, LLC	Master Services Agreement	10/9/14	$ -
2729	C&J Spec-Rent Services, Inc.	SABINE OIL & GAS CORPORATION	Work Order 16-03-1047-N	4/14/14	$ -
2728	C&J Spec-Rent Services, Inc.	SABINE OIL & GAS CORPORATION	Work Order 16-03-1064-E	1/12/16	$ -
2730	C&J Spec-Rent Services, Inc.	Sabine Oil & Gas LLC	Master Service Agreement	4/14/14	$ -
2731	C&J Spec-Rent Services, Inc.	SABINE STORAGE & OPERATIONS, INC.	Master Service Agreement	3/26/12	$ -
2732	CJ Holding Co.	SAKAKAWEA ENERGY LLC	Services Agreement	10/1/15	$ -
2733	C&J Well Services Inc.	SAMMIE JEANNE ESPY	Oil & Gas Waste Disposal Agreement	1/6/97	$ -
2734	C&J Spec-Rent Services, Inc.	Samson Exploration, LLC	Master Service Agreement	8/1/14	$ -
2735	C&J Spec-Rent Services, Inc.	SAMSON KELLEY OPERATING COMPANY, LTD.	Master Service Agreement	5/2/13	$ -
2736	CJ Holding Co.	SAMSON OIL & GAS	Master Services Agreement	7/15/15	$ -
2737	C&J Energy Services Ltd.	SAMSON RESOURCES COMPANY	Work Request	2/24/16	$ -
2738	C&J Spec-Rent Services, Inc.	SAN ISIDRO DEVELOPMENT COMPANY, L.C.	Master Service Agreement	1/4/08	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2740	C&J Spec-Rent Services, Inc.	SANCHEZ OIL AND GAS CORPORATION / SANCHEZ ENERGY CORPORATION	Master Service Agreement Between Sanchez Oil And Gas Corporation/Sanchez Energy Corporation And C&J Spec-Rent Services, Inc. Dba Blue Ribbon	12/31/14	$ -
2739	C&J Spec-Rent Services, Inc.	SANCHEZ OIL AND GAS CORPORATION / SANCHEZ ENERGY CORPORATION	Master Service Agreement Between Sanchez Oil And Gas Corporation / Sanchez Energy Corporation And C&J Spec-Rent Services, Inc. Dba Blue Ribbon	5/27/14	$ -
2742	C&J Spec-Rent Services, Inc.	Sandia Technologies, LLC	Master Services Agreement	3/9/15	$ -
2741	C&J Spec-Rent Services, Inc.	Sandia Technologies, LLC	Master Services Agreement	3/9/15	$ -
2743	C&J Spec-Rent Services, Inc.	Sandridge Energy, Inc.	Master Services Agreement	9/19/11	$ -
2746	C&J Well Services Inc.	SANDRIDGE ENERGY, INC.	Master Service Agreement	5/18/09	$ -
2744	C&J Spec-Rent Services, Inc.	SANDRIDGE ENERGY, INC.	Master Service Agreement	10/15/13	$ -
2745	C&J Spec-Rent Services, Inc.	SANDRIDGE ENERGY, INC.	Master Services Agreement	11/18/11	$ -
2747	CJ Holding Co.	Santa Rita Holdings, LLC	Master Services Agreement		$ -
2748	C&J Spec-Rent Services, Inc.	SANTOS USA CORP	Master Service Contract	6/20/02	$ -
2749	C&J Spec-Rent Services, Inc.	Santos USA Corp.	Santos Usa Corp. Master Service Contract	8/17/06	$ -
2751	C&J Energy Services, Inc.	SAP AMERICA, INC	Order Form For Cloud Services	7/29/15	$ 774,540.00
2754	C&J Energy Services, Inc.	SAP America, Inc	SAP Cloud Services		$ -
2753	C&J Energy Services, Inc.	SAP America, Inc	Software License and Support Agreement		$ -
2752	C&J Energy Services, Inc.	SAP America, Inc	T&C - SAP Software and Cloud Services		$ -
5794	C&J Energy Services, Inc.	SAP America, Inc.	Order Form for SAP Hana Enterprise Cloud Services	3/31/15	$ -
2757	C&J Energy Services, Inc.	SAP AMERICA, INC.	Sap Services Agreement	8/31/15	$ -
2763	C&J Energy Services, Inc.	SAP America, Inc.	HANA Enterprise Cloud Services Agreement		$ -
2762	C&J Energy Services, Inc.	SAP America, Inc.	HANA Enterprise Cloud Services Agreement		$ -
2761	C&J Energy Services, Inc.	SAP America, Inc.	HANA Enterprise Cloud Services Agreement		$ -
2760	C&J Energy Services, Inc.	SAP AMERICA, INC.	General Terms And Conditions For Sap Software And Cloud Services	3/31/15	$ -
2758	C&J Energy Services, Inc.	SAP AMERICA, INC.	Sap Premium Engagement Support Services Agreement	10/1/15	$ -
2756	C&J Energy Services, Inc.	SAP AMERICA, INC.	Master Installment Payment Agreement	3/31/15	$ -
2755	C&J Energy Services, Inc.	SAP AMERICA, INC.	Software License And Support Agreement	3/31/15	$ -
2759	C&J Energy Services, Inc.	SAP AMERICA, INC.	Software License And Support Agreement	11/13/15	$ -
2769	C&J Spec-Rent Services, Inc.	SBLA INVESTMENT, LLC	Amendment To Lease	5/3/10	$ -
2770	C&J Spec-Rent Services, Inc.	SBLA Investments, LLC	Lease Amendment And Extension Agreement	2/9/16	$ -
2771	C&J Spec-Rent Services, Inc.	SBLA Investments, LLC.	Lease Amendment And Extension Agreement	3/1/16	$ -
2773	C&J Well Services Inc.	SCHINDLER ELEVATOR CORPORATION	Preventive Maintenance Service	3/26/07	$ -
2774	ESP Completion Technologies LLC	SCHLUMBERGER LTD	Schlumberger Terms And Conditions For Purchase Orders	7/30/15	$ -
2775	C&J Well Services Inc.	SCHLUMBERGER TECHNOLOGY CORPORATION	Access Agreement	6/13/14	$ -
2776	CJ Holding Co.	Science Solutions LLC	Master Service Agerement	10/12/15	$ -
2777	C&J Spec-Rent Services, Inc.	SCOTT A. BICE AND CINDY BICE	Salt Water Disposal Well And Land Use Lease Agreement	8/23/13	$ -
2778	C&J Well Services Inc.	SCOTT A. BICE AND CINDY K. BICE	Salt Water Disposal Well And Land Use Lease Agreement	8/23/13	$ -
2780	C&J Spec-Rent Services, Inc.	SEA Eagle Ford, LLC	Master Services Agreement	5/30/13	$ -
2785	C&J Spec-Rent Services, Inc.	Sebastian Enterprises	Lease Assignment, Assumption , And Amendment	7/8/13	$ -
2784	C&J Spec-Rent Services, Inc.	SEBASTIAN ENTERPRISES	Residential Lease	10/5/12	$ -
2787	C&J Energy Services, Inc.	Secap	Fixed Term Rental Equipment Agreement	8/5/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2788	C&J Energy Services, Inc.	SECAP FINANCE	Secap Finance Lease Agreement	2/11/15	$ -
2789	CJ Holding Co.	SELLERS LEASE SERVICE	Master Service Agreement	11/4/15	$ -
2793	C&J Spec-Rent Services, Inc.	Seneca Resources Corporation	Master Service Agreement (New York And Pennsylvania)	9/8/10	$ -
2792	C&J Spec-Rent Services, Inc.	Seneca Resources Corporation	Amendment #1 To The Master Service Agreement	8/6/14	$ -
2791	CJ Holding Co.	SENECA RESOURCES CORPORATION	Amendment #2 To The Master Service Agreement	6/2/15	$ -
2790	CJ Holding Co.	SENECA RESOURCES CORPORATION	Amendment #2 To The Master Service Agreement	6/2/15	$ -
2794	C&J Spec-Rent Services, Inc.	SENECA RESOURCES CORPORATION	Contractor'S Standard Terms And Conditions	7/9/14	$ -
2795	C&J Spec-Rent Services, Inc.	Sequoia Resources, LP	Master Service Agreement	6/5/06	$ -
2796	CJ Holding Co.	SERVA GROUP	Master Service Agreement	10/14/15	$ 16,594.58
5581	CJ Holding Co.	SGS Accutest Laboratories	Vendor Agreement		$ -
2798	C&J Well Services Inc.	SHADWELL RESOURCES GROUP, LLC	Superior Well Services, Inc. General Terms And Conditions		$ -
2800	CJ Holding Co.	SHAPE DESIGN TECHNOLOGIES INC	Software Maintenance Contract	12/25/15	$ -
5414	C&J Spec-Rent Services, Inc.	SHAPE DESIGN TECHNOLOGIES INC.	Consulting Agreement	8/30/13	$ -
5444	C&J Spec-Rent Services, Inc.	SHAPE DESIGN TECHNOLOGIES, INC.	Consulting Agreement	8/30/13	$ -
2810	C&J Spec-Rent Services, Inc.	Shell Oil Company	Outline Agreement No. Lou No.	12/11/12	$ -
2809	C&J Spec-Rent Services, Inc.	Shell Oil Company	Outline Agreement No. Lou No.	12/11/12	$ -
2807	C&J Spec-Rent Services, Inc.	Shell Oil Company	Outline Agreement No. Lou No.	12/11/12	$ -
2808	C&J Spec-Rent Services, Inc.	Shell Oil Company	Outline Agreement No. Lou No.	12/11/12	$ -
2811	C&J Well Services Inc.	Shelocta, PA Electronics Shop, PA-SL-6302	Non-Po Invoice	5/13/16	$ -
5479	C&J Spec-Rent Services, Inc.	SHENA DIPUCCIO	Independent Contractor/Consulting Agreement	9/28/15	$ -
2812	C&J Spec-Rent Services, Inc.	Sheridan Production Company, LLC	Master Services Agreement (Field Services)	4/5/13	$ -
2814	C&J Well Services Inc.	SHERIDAN PRODUCTION COMPANY, LLC	Pricing Reductions For Goods And Services	3/25/15	$ -
2813	C&J Well Services Inc.	SHERIDAN PRODUCTION COMPANY, LLC	Master Services Agreement	9/27/12	$ -
2817	C&J Well Services Inc.	SHORE TERMINALS LLC	Carrier Access Agreement	11/14/12	$ -
2816	CJ Holding Co.	SHORE TERMINALS LLC	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2818	Total E&S, Inc.	SHOW TRUSS SYSTEMS	Purchase Of Equipment	1/27/12	$ -
2819	C&J Spec-Rent Services, Inc.	SIERRA MINERAL DEVELOPMENT, LC	Master Service Agreement	8/11/05	$ -
2820	C&J Spec-Rent Services, Inc.	Sierra Resources, LLC	Master Services Agreement	11/12/14	$ -
2822	CJ Holding Co.	SIGNUM INSTRUMENTS INC.	Contractor'S Standard Terms And Conditions-Testing	2/18/16	$ -
2823	C&J Spec-Rent Services, Inc.	SILVER CREEK OIL & GAS, LLC	Master Service Agreement	7/29/14	$ -
2824	CJ Holding Co.	SILVER HILL ENERGY PARTNERS, LLC	Master Service Agreement	8/26/15	$ -
2825	C&J Spec-Rent Services, Inc.	SILVER OAK ENERGY LLC	Master Work/Service Agreement	1/23/14	$ -
2826	C&J Spec-Rent Services, Inc.	SILVER OAK ENERGY, LLC	Master Work/Service Agreement	8/8/11	$ -
2827	CJ Holding Co.	SILVER SPIKE ENERGY OERATING OF NM	Master Services Agreement	6/10/15	$ -
2828	C&J Spec-Rent Services, Inc.	Silver Tusk Operating Co., LLC	Master Services Agreement	10/13/14	$ -
2829	C&J Spec-Rent Services, Inc.	SILVER TUSK OPERATING CO., LLC.	Master Services Agreement	10/13/14	$ -
2830	CJ Holding Co.	SILVERBACK OPERATING LLC	Master Work/Service Agreement	4/20/15	$ -
2834	C&J Spec-Rent Services, Inc.	SK PLYMOUTH, LLC	Master Services Agreement	3/1/15	$ -
2835	C&J Spec-Rent Services, Inc.	SK PLYMOUTH, LLC.	Master Services Agreement	3/1/15	$ -
2836	CJ Holding Co.	Skrivanos Engineering, Inc.	Master Services Agreement	5/12/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2837	C&J Well Services Inc.	SL COLLINS AND JO COLLINS	Lease Agreement	10/24/11	$ -
2838	CJ Holding Co.	SLAUGHT FISHING SERVICES	Contractors Standard Terms And Conditions	9/23/15	$ -
2839	CJ Holding Co.	SLAWSON EXPLORATION CO., INC.	Master Services Agreement	1/1/15	$ -
2842	C&J Spec-Rent Services, Inc.	SLAWSON EXPLORATION COMPANY, INC.	Master Service Agreement	10/27/11	$ -
2841	C&J Spec-Rent Services, Inc.	SLAWSON EXPLORATION COMPANY, INC.	Master Service Agreement	1/1/15	$ -
2840	CJ Holding Co.	SLAWSON EXPLORATION COMPANY, INC.	Master Service Agreement	1/1/15	$ -
2844	C&J Spec-Rent Services, Inc.	SM ENERGY	Master Service Contract	9/15/14	$ -
2843	C&J Spec-Rent Services, Inc.	SM ENERGY	Master Service Contract	9/9/10	$ -
2845	C&J Spec-Rent Services, Inc.	SM ENERGY	Master Service Contract	9/15/14	$ -
2851	C&J Spec-Rent Services, Inc.	SMITH ENERGY SERVICES, INC.	Master Services Agreement	5/22/13	$ -
2852	C&J Spec-Rent Services, Inc.	SMITH PRODUCTION INC.	Master Service Agreement	10/2/07	$ -
2853	CJ Holding Co.	SMOCO LLC	Master Service Agreement	2/22/16	$ -
2855	C&J Spec-Rent Services, Inc.	SND OPERATING, LLC.	Master Service Agreement	6/8/15	$ -
2854	CJ Holding Co.	SND OPERATING, LLC.	Master Service Agreement	6/6/15	$ -
2857	C&J Spec-Rent Services, Inc.	SNF Holding Company	Test Procedure License Agreement	9/1/14	$ -
2858	C&J Energy Services, Inc.	SNF OIL & GAS	Polymer Proposal	5/28/15	$ -
2859	C&J Well Services Inc.	SNF, INC	Contract Adoption Agreement And Work Order	6/1/15	$ -
2861	C&J Well Services Inc.	SNF, INC.	Master Service Agreement	7/22/13	$ -
2860	C&J Well Services Inc.	SNF, INC.	Master Service Agreement	7/22/13	$ -
2862	CJ Holding Co.	Snyder Brothers, Inc.	Oilfield Master Service Agreement	6/30/15	$ 74,221.10
5808	Tellus Oilfield Inc.	SolidWorks			$ -
5396	CJ Holding Co.	SOLOMON EDWARDS	Contingency Search Fee Agreement	12/10/15	$ 38,000.00
5393	CJ Holding Co.	SOLUTION TECH STAFFING	Contingency Search Fee Agreement	1/1/16	$ -
5368	CJ Holding Co.	SOLUTION TECH STAFFING	Temporary/Contract Staffing Agreement	1/1/16	$ -
2863	C&J Spec-Rent Services, Inc.	SOLUTIONS ENERGY LLC	Master Services Agreement	8/26/14	$ -
2864	CJ Holding Co.	SONORA INVESTMENTS, LLC	Renewal Of Lease Agreement	5/21/99	$ -
2865	C&J Well Services Inc.	SONORA INVESMENTS LLC	Lease Agreement Amendment	10/20/09	$ -
5703	C&J Well Services Inc.	Sonora Investments	Lease Amendment		$ -
2866	C&J Well Services Inc.	SONORA INVESTMENTS	Sonora Investsments Llc	3/12/11	$ -
2867	CJ Holding Co.	SONORA INVESTMENTS LLC	Recurring Payment	9/8/15	$ -
2868	C&J Well Services Inc.	SONORA INVESTMENTS LLC	Lease Agreement	3/31/14	$ -
2869	C&J Well Services Inc.	SONORA INVESTMENTS LLC	Industrial Tract Lease Agreement	5/21/99	$ -
2875	C&J Well Services Inc.	Sonora Investments, LLC	Lease Renewal	5/22/12	$ -
2877	C&J Well Services Inc.	SONORA INVESTMENTS, LLC	Amendment To Lease Agreement	6/12/07	$ -
2874	C&J Well Services Inc.	SONORA INVESTMENTS, LLC	Lease Amendment	10/13/03	$ -
2873	C&J Well Services Inc.	SONORA INVESTMENTS, LLC	Amendment To Lease Agreement Letter	5/1/09	$ -
2872	C&J Well Services Inc.	SONORA INVESTMENTS, LLC	Amendment To Lease Agreement	2/4/16	$ -
2871	C&J Well Services Inc.	Sonora Investments, LLC	Lease Agreement	3/13/15	$ -
2870	C&J Spec-Rent Services, Inc.	SONORA INVESTMENTS, LLC	Renewal Of Lease Agreement	2/4/16	$ -
2876	C&J Well Services Inc.	Sonora Investments, LLC	Wolverine Property Management, Llc	8/5/16	$ -
2878	C&J Spec-Rent Services, Inc.	SONTERRA RESOURCES, INC.	Notification Of Change Of Entity	1/15/08	$ -
2879	CJ Holding Co.	SONY OIL & GAS CORP	Master Service Agreement	2/22/16	$ -
2880	C&J Spec-Rent Services, Inc.	SOURCE ENERGY MIDCON, LLC.	Master Service Agreement	10/25/12	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2884	C&J Spec-Rent Services, Inc.	SOUTHWESTERN ENERGY PRODUCTION	Commercial Outfield Services Agreement	5/1/11	$ -
2886	C&J Spec-Rent Services, Inc.	SOUTHWESTERN GAS PIPELINE, INC.	Master Service And Supply Agreement Offshore And Maritime	6/13/06	$ -
2885	C&J Spec-Rent Services, Inc.	Southwestern Gas Pipeline, Inc.	Master Service And Supply Agreement Onshore And Maritime	3/9/05	$ -
2887	C&J Spec-Rent Services, Inc.	SOUTHWESTERN GAS PIPELINE, INC.	Master Service And Supply Agreement	8/5/14	$ -
2890	CJ Holding Co.	SPRINT ENERGY SERVICES, LLC	Master Services Agreement	3/31/16	$ -
2891	C&J Spec-Rent Services, Inc.	SPRINT ENERGY SERVICES, LP	Master Service Agreement	11/7/14	$ -
2892	CJ Holding Co.	ST LINDEN TERMINAL LLC	Adopt And Amend Of Carrier Access Agreement Between Nustar Logistics, Lp, Nustar Pipeline Operating Partnership, Lp, Nustar Terminals Operations Partnership, Lp, Nustar Terminals Services, Inc., Shore Terminals Llc, Nustar Terminals Partners Tx, Lp, St Li	4/17/15	$ -
2893	C&J Well Services Inc.	ST LINDEN TERMINAL, LLC	Carrier Access Agreement	11/14/12	$ -
2894	C&J Spec-Rent Services, Inc.	ST. MARY LAND & EXPLORATION COMPANY	Master Service Agreement	4/14/10	$ -
2896	C&J Well Services Inc.	STAR BRITE BUILDING MAINTENANCE, INC.	Terms And Conditions	9/1/15	$ -
2900	CJ Holding Co.	STARETT'S WELL SERVICE, LLC	Agreement To Adopt Master Service Agreement	8/25/15	$ -
2902	C&J Well Services Inc.	STATE OF NEW MEXICO COMMISSIONER OF PUBLIC LANDS	New Mexico State Land Office Water Easement	3/4/13	$ -
2901	CJ Holding Co.	STATE OF NEW MEXICO COMMISSIONER OF PUBLIC LANDS	Non-Po Invoice	5/11/16	$ -
2903	CJ Holding Co.	STATE WIDE OILFIELD SERVICES	Contractor'S Standard Terms And Conditions	10/6/15	$ -
2904	C&J Spec-Rent Services, Inc.	STATOIL OIL & GAS LP	Onshore Master Services Agreement For Goods And/Or Services	7/18/14	$ -
2905	CJ Holding Co.	STATOIL TEXAS ONSHORE PROPERTIES LLC	Amendment 1 To Contract No. 4600022063 Work Order Agreement	2/23/16	$ -
2906	CJ Holding Co.	STAV4 PARTNERS LLC	Lease Agreement	10/23/13	$ -
2909	C&J Spec-Rent Services, Inc.	STEPHEN L COLLINS AND JEANETTE O	Lease Agreement	3/1/09	$ -
2910	C&J Well Services Inc.	Stephen L. Collins	Amendment To Lease Agreement	3/4/15	$ -
2912	CJ Holding Co.	Stephens Production Company	Stephens Production Company Master Service Agreement	11/25/15	$ -
2914	CJ Holding Co.	STEWARD ENERGY II, LLC	Assignment Of Stewrad Energy Llc, Master Services Agreement	9/1/15	$ -
2915	C&J Spec-Rent Services, Inc.	STEWARD ENERGY, LLC.	Master Service Agreement	1/14/13	$ -
5542	C&J Energy Services, Inc.	STIBBE NEW YORK B.V. P.C.	Engagement Letter	7/20/12	$ -
2916	C&J Spec-Rent Services, Inc.	STO OPERATING COMPANY	Master Service Agreement	8/9/09	$ -
2917	C&J Spec-Rent Services, Inc.	STO OPERATING CORPORATION	Master Service Agreement	8/20/09	$ -
2919	C&J Well Services Inc.	Stonegate production company llc	Consent To Assign Or Sublet	12/17/14	$ -
2921	C&J Spec-Rent Services, Inc.	STONEGATE PRODUCTION COMPANY, LLC	Easement No. 10163	3/1/09	$ -
2920	CJ Holding Co.	Stonegate Production Company, LLC	Agreement To Adopt Master Service Agreement	8/7/15	$ -
2922	C&J Spec-Rent Services, Inc.	STORM KING ENERGY	Master Service Agreement	8/15/13	$ -
2923	C&J Spec-Rent Services, Inc.	STOUT ENERGY INC.	Master Services Agreement	3/10/15	$ -
2924	C&J Spec-Rent Services, Inc.	STRAUS SYSTEMS, INC.	Master Service Agreement	6/27/13	$ 29,238.33
2925	C&J Spec-Rent Services, Inc.	STRAUS SYSTEMS,INC.	Master Service Agreement	6/27/13	$ -
2926	C&J Spec-Rent Services, Inc.	STRIKE CONSTRUCTION, LLC.	Master Services Agreement	1/4/08	$ -
2927	CJ Holding Co.	STROUD PETROLEUM, INC.	Master Service Agreement	12/2/15	$ -
2928	C&J Spec-Rent Services, Inc.	STUART ENERGY iNC.	Master Services Agreement	3/10/15	$ -
5481	C&J Spec-Rent Services, Inc.	STUART SCHAFF	Consulting Agreement	4/1/16	$ -
2929	CJ Holding Co.	SUBROC, LLC	Operation Agreement	6/4/14	$ -
2933	C&J Spec-Rent Services, Inc.	SUE-ANN OPERATING, LC	Master Service Agreement	11/7/09	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2934	C&J Spec-Rent Services, Inc.	SUE-ANN OPERATING, LC	Master Service Agreement	6/12/08	$ -
2936	C&J Energy Services, Inc.	Sullexis LLC	Professional Services Master Agreement		$ -
2935	C&J Spec-Rent Services, Inc.	SULLEXIS LLC	Work Order Supplement To Professional Services Master Agreement Dtd 06/06/2016	6/8/16	$ -
2937	C&J Spec-Rent Services, Inc.	SULLEXIS, INC.	Professional Services Master Agreement	12/23/14	$ 257,915.00
2939	C&J Well Services Inc.	SUMMIT & PLAZA II HOLDINGS, LP	Letter Regarding Exhibit D Notice Of Recent Commencement Date	3/11/13	$ -
2940	C&J Spec-Rent Services, Inc.	SUMMIT PETROLEUM LLC	Master Service Agreement	1/4/11	$ -
2941	C&J Spec-Rent Services, Inc.	SUMMIT PETROLEUM LLC.	Master Service Agreement	8/21/14	$ -
2942	C&J Spec-Rent Services, Inc.	SUN COAST RESOURCES, INC.	Frac And Yard Fuel Master Service Agreement For Louisiana, Texas, Oklahoma And New Mexico	3/1/15	$ -
2943	C&J Well Services Inc.	SUNCOAST RESOURCES, INC.	Master Service Agreement	3/27/06	$ -
2944	C&J Spec-Rent Services, Inc.	SUNSHINE PROPERTIES	Residential Lease	1/1/15	$ -
2945	C&J Spec-Rent Services, Inc.	SUPERIOR ENERGY SERVICES LLC	Master Services Agreement	1/1/10	$ -
2954	C&J Spec-Rent Services, Inc.	SUPERIOR WELL SERVICES, INC.	Lease Agreement	3/1/09	$ -
2958	C&J Spec-Rent Services, Inc.	SWEPI LP	Provision Of Coiled Tubing Services - Appalachia	3/15/15	$ -
2957	C&J Spec-Rent Services, Inc.	SWEPI LP	Contract	3/15/15	$ -
2956	C&J Spec-Rent Services, Inc.	SWEPI LP	Outline Agreement No. Lou No.	12/11/12	$ -
2959	CJ Holding Co.	SWIFT ENERGY OPERATING LLC	Agreement To Adopt Master Service Agreement	9/22/15	$ -
2960	C&J Spec-Rent Services, Inc.	SWIFT ENERGY OPERATING, LLC	Master Service Agreement	4/24/06	$ -
2961	C&J Spec-Rent Services, Inc.	SWIFT ENERGY OPERATING, LLC.	Master Service Agreement	11/7/11	$ -
2962	C&J Spec-Rent Services, Inc.	SWN PRODUCTION (ARKANSAS), LLC.	Commercial Oilfield Services Agreement	1/1/15	$ -
2963	C&J Spec-Rent Services, Inc.	SWN PRODUCTIONS COMPANY, LLC	Commercial Oilfield Services Agreement	1/1/15	$ -
5796	C&J Energy Services, Inc.	Symantec	Support	7/29/16	$ -
2965	Mobile Data Technologies Ltd.	SYMCON GLOBAL TECHNOLOGIES USA LP	Statement Of Work	10/10/14	$ -
2967	Mobile Data Technologies Ltd.	Symcon Global Technologies, USA L.P.	Software Development Agreement	10/6/14	$ -
2969	CJ Holding Co.	SYNERGY OFFSHORE, LLC DBA SOG RESOURCES	Master Services Agreement	7/23/15	$ 12,292.41
5736	C&J Well Services Inc.	Sysco USA	Commercial Lease		$ -
5810	Total E&S, Inc.	SYSPRO IMPACT SOFTWARE, INC.	2017 SYSPRO Annual License Fee	11/30/16	$ -
5809	Total E&S, Inc.	SYSPRO IMPACT SOFTWARE, INC.	Software License Agreement	12/30/11	$ -
5391	CJ Holding Co.	TALANCE GROUP LP	Temporary/Contract Staffing Agreement	1/4/16	$ -
5369	CJ Holding Co.	TALANCE GROUP LP	Contingency Search Fee Agreement	1/4/16	$ -
2972	C&J Spec-Rent Services, Inc.	TALISMAN ENERGY USA INC.	United States Master Services Agreement	7/25/14	$ -
2974	C&J Well Services Inc.	TALISMAN ENERGY USA INC.	Contract Amendment	2/26/13	$ -
2973	C&J Well Services Inc.	TALISMAN ENERGY USA INC.	Contract For Well-Related Goods And/Or Services	1/4/11	$ -
2975	C&J Spec-Rent Services, Inc.	Tall City Operations LLC	Master Services Agreement	1/28/14	$ -
2976	C&J Spec-Rent Services, Inc.	Tall Grass Gas Services, L.L.C.	Master Service And Supply Agreement Onshore And Maritime	3/9/05	$ -
2977	C&J Spec-Rent Services, Inc.	TALON OIL & GAS LLC.	Master Service Agreement	6/28/10	$ -
2978	CJ Holding Co.	TANDEM ENERGY CORPORATION	Master Services Ageement	9/7/15	$ -
2979	C&J Well Services Inc.	TAQA NORTH USA, INC.	Master Service Agreement #Dc-2012-0041	12/3/12	$ -
2980	C&J Spec-Rent Services, Inc.	TARGET OILFIELD SERVICES, LLC	Master Service Agreement	11/11/14	$ -
2981	C&J Spec-Rent Services, Inc.	TAURUS ENERGY LLC	Master Services Agreement	6/10/13	$ -
2984	CJ Holding Co.	TCTB MANAGEMENT GROUP LLC	1St Amendment To Lease Agreement	2/1/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
2983	CJ Holding Co.	TCTB MANAGEMENT GROUP LLC	Notice Regarding Sale Of Property	11/10/14	$ -
2982	CJ Holding Co.	TCTB MANAGEMENT GROUP LLC	Lease Agreement	1/2/13	$ -
2986	C&J Spec-Rent Services, Inc.	TEC OPERATING, LLC	Master Services Agreement	10/3/14	$ -
2987	C&J Spec-Rent Services, Inc.	TEC OPERATING, LLC.	Master Services Agreement	10/3/14	$ -
2992	C&J Spec-Rent Services, Inc.	TELLUS OPERATING GROUP, LLC	Master Service Agreement	4/1/15	$ -
2990	CJ Holding Co.	TELLUS OPERATING GROUP, LLC	Master Service Agreement	4/1/15	$ -
2991	CJ Holding Co.	Tellus Operating Group, LLC	Master Service Agreement	4/1/15	$ -
2995	C&J Energy Production Services-Canada Ltd.	Telus	Corporate Customer Agreement - Wireless Services		$ -
2993	C&J Energy Production Services-Canada Ltd.	TELUS	Customer Agreement - Tariffed And Forborne		$ -
2997	CJ Holding Co.	TEMA OIL AND GAS COMPANY	Master Service Agreement	1/1/15	$ -
2998	CJ Holding Co.	TEMPLETON CONSTRUCTION	Agreement To Adopt Master Service Agreement	8/4/15	$ -
2999	C&J Energy Services, Inc.	TENARIS	Supply Of Goods Or Services General Terms And Conditions	8/13/13	$ -
3000	C&J Spec-Rent Services, Inc.	TEON MANAGEMENT, LLC.	Master Service Agreement	2/13/15	$ -
3001	Mobile Data Technologies Ltd.	TERAGO NETWORKS INC.	Premium Service Level Agreement	1/29/14	$ -
3002	CJ Holding Co.	TERRA NOVA EXPLORATION	Master Services Agreement	7/30/15	$ -
3003	C&J Spec-Rent Services, Inc.	TERRACE PETROLEUM CORP.	Master Services Agreement	7/30/13	$ -
3005	C&J Spec-Rent Services, Inc.	TEXAHOMA OPERATING, L.P.	Contractor'S Standard Terms And Conditions	3/25/14	$ -
3006	C&J Spec-Rent Services, Inc.	TEXAKOMA OPERATING, L.P.	Contractor'S Standard Terms And Conditions	3/25/14	$ -
3007	C&J Spec-Rent Services, Inc.	TEXAS AMERICAN RESOURCES COMPANY	Master Service Agreement	8/24/04	$ -
3009	C&J Spec-Rent Services, Inc.	TEXAS INTERNATIONAL OPERATING LLC	Master Services Agreement	1/12/12	$ -
3010	C&J Spec-Rent Services, Inc.	TEXAS ROYALTY CORP.	Master Services Agreement	11/14/13	$ -
3011	C&J Spec-Rent Services, Inc.	TEXAS RT SYSTEMS LLC	Sublease Agreement	7/27/15	$ -
3013	C&J Spec-Rent Services, Inc.	Texas RT Systems, LLC	Sublease Agreement	7/28/15	$ -
3012	C&J Spec-Rent Services, Inc.	Texas RT Systems, LLC	Consent Of Landlord To Sublease Agreement	8/1/15	$ -
3014	Total E&S, Inc.	Texas Yard Pro	Texas Yard Pro, Inc Commercial Lawn Maintenance Contract	5/1/16	$ -
3015	C&J Well Services Inc.	TEXSTAR MIDSTREAM LOGISTICS, LP	Terminal Unloading Agreement	7/25/14	$ -
3016	C&J Energy Services Ltd.	THE BERMUDA TELEPHONE COMPANY LIMITED	Digital Network Service Agreement	4/14/15	$ -
3017	C&J Well Services Inc.	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Produce Water Disposal Contract No. 367D	3/2/15	$ -
3018	C&J Spec-Rent Services, Inc.	The Houston Exploration Company	The Houston Exploration Company - Master Service Agreement	8/15/02	$ -
5735	C&J Well Services Inc.	The Lamar Companies	Sign Location Lease		$ -
3023	CJ Holding Co.	THE MATHWORKS, INC.	Price Quote Of Mathworks' Products And Services	10/28/15	$ -
3024	CJ Holding Co.	THE NETWORK INC	Sales Order Change Request	7/23/15	$ -
3026	CJ Holding Co.	The Network, Inc.	Master Subscription Agreement	6/24/15	$ -
3025	CJ Holding Co.	THE NETWORK, INC.	Sales Order	6/25/15	$ -
3027	C&J Spec-Rent Services, Inc.	THE PITNEY BOWES BANK	Secap Finance Lease Agreement	10/1/15	$ -
3028	C&J Energy Services, Inc.	THE PITNEY BOWES BANK	Pitney Bowes	12/8/15	$ -
3029	C&J Energy Services, Inc.	THE PITNEY BOWES BANK	Pitney Bowes	8/5/15	$ -
5399	CJ Holding Co.	THE PRUDENTIAL INSURANCE CO OF AMERICA	Amendment To Group Contract No G-51918-Tx	1/1/15	$ -
3030	CJ Holding Co.	THE PRUDENTIAL INSURANCE CO OF AMERICA	Amendment To Administrative Services Agreement No. 51918	11/1/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
3031	C&J Spec-Rent Services, Inc.	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	Rider To Be Attached To Your Certificate; Notice Of Change	11/1/15	$ -
3032	C&J Spec-Rent Services, Inc.	THE SAYRE PUBLIC WORKS AUTHORITY	Lease Agreement Terms	7/19/11	$ -
5383	CJ Holding Co.	THE TINSLEY GROUP, INC.	Contingency Search Fee Agreement	1/4/16	$ -
3036	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM	Consent To Assign Or Sublet	12/17/14	$ -
3037	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM	Easement No. 10077	9/1/08	$ -
3035	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM	Produced Water Disposal Contract No. 181D	6/1/13	$ -
3034	C&J Well Services Inc.	The University of Texas System	The University Of Texas System Agreement And Assignment	7/7/15	$ -
3039	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM BOARD OF	Commerical Lease	7/1/16	$ -
3040	C&J Well Services Inc.	The University of Texas System Board of Regenta	University Of Texas System Agreement/Assignment	6/1/15	$ -
3051	C&J Spec-Rent Services, Inc.	THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS	Easement No. 10163	3/1/09	$ -
3050	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS	Amendment To Easement #10163	3/25/15	$ -
3049	C&J Well Services Inc.	The University of Texas System Board of Regents	Water Contract No. 288W	2/15/11	$ -
3047	C&J Well Services Inc.	The University of Texas System Board of Regents	The University Of Texas System Agreement And Assignment	6/1/15	$ -
3046	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS	Commercial Lease No. 7134	5/12/08	$ -
3042	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS	Application For Approval Of Assignment And Change Of Operator For A Produced Water Disposal Contract On University Lands	10/27/15	$ -
3045	C&J Well Services Inc.	The University of Texas System Board of Regents	The University Of Texas System Agreement And Assignment	7/14/15	$ -
3044	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS	The University Of Texas System Agreement And Assignment	6/1/15	$ -
3052	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEM UNIVERSITY LANDS	Easement Instructions	10/1/15	$ -
3053	C&J Well Services Inc.	THE UNIVERSITY OF TEXAS SYSTEMBOARD OF REGENTS	The University Of Texas System Commercial Lease No. 8123	6/1/12	$ -
5692	C&J Spec-Rent Services, Inc.	The Whaley Family Trust	Lease Amendment		$ -
3057	C&J Well Services Inc.	THE WHALEY FAMILY TRUST	Commercial Gross Lease	7/8/10	$ -
3056	C&J Well Services Inc.	THE WHALEY FAMILY TRUST	Lease Renewal Amendment	4/30/15	$ -
3055	C&J Spec-Rent Services, Inc.	THE WHALEY FAMILY TRUST	Lease Amendment	6/1/15	$ -
5390	CJ Holding Co.	THE Z FIRM, LLC	Temporary/Contract Staffing Agreement	1/11/16	$ -
5363	CJ Holding Co.	THE Z FIRM, LLC	Contingency Search Fee Agreement	1/11/16	$ -
5392	CJ Holding Co.	THEODORE COMBS	Amendment To Independent Contractor/Consulting Agreement	3/10/16	$ -
5456	C&J Spec-Rent Services, Inc.	THEODORE COMBS	Independent Contractor/Consulting Agreement	12/7/15	$ -
3058	C&J Well Services Inc.	THERMON STARK	Recurring Payment Request	2/2/16	$ -
3059	CJ Holding Co.	THERMON STARK & BILLIE STARK	Renewal Of Lease Agreement	11/9/15	$ -
3060	C&J Well Services Inc.	THERMON STARK AND BILLIE STARK	Lease Agreement	3/11/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
3064	C&J Spec-Rent Services, Inc.	THORNTON DRILLING COMPANY	Master Services Agreement	12/31/14	$ -
3065	C&J Spec-Rent Services, Inc.	THORNTON DRILLING COMPANY	Master Services Agreement	12/1/14	$ -
3066	C&J Spec-Rent Services, Inc.	THORP PETROLEUM CORPORATION	Master Service Agreement	3/29/06	$ -
3067	C&J Spec-Rent Services, Inc.	THORPE NORTH & WESTERN, LLP	Attorney Client Fee Agreement	8/24/15	$ -
3068	CJ Holding Co.	Three Rivers Operating Company III, LLC	Master Services Agreement	9/23/15	$ -
3069	C&J Spec-Rent Services, Inc.	THREE SPAN OIL & GAS, INC.	Master Service Agreement	7/1/14	$ -
3070	C&J Spec-Rent Services, Inc.	THRONE PETROLEUM RESOURCES, LLC.	Master Services Agreement	7/10/14	$ -
3071	C&J Spec-Rent Services, Inc.	THURSTON ENERGY OPERATING COMPANY	Master Service Agreement	4/25/11	$ -
3074	C&J Spec-Rent Services, Inc.	TIGER ENERGY SERVICES	Rental Agreement For Explosive Storage Magazine Site	9/13/12	$ -
3075	C&J Energy Services, Inc.	TIM ABLES TRUCKING COMPANY	Master Service Agreement Mds 12-003	4/1/13	$ -
3077	C&J Spec-Rent Services, Inc.	TITAN LINER INC	Master Service Agreement Msa-Us15-001	1/6/15	$ -
3082	CJ Holding Co.	TKOG LLC	General Terms And Conditions	5/10/16	$ -
3084	KVS Transportation, Inc.	TMW SYSTEMS, INC.	Master License Agreement		$ 195,077.65
5861	KVS Transportation, Inc.	TMW SYSTEMS, INC.	TMW Systems Master License Agreement	10/4/10	$ -
5860	C&J Well Services Inc.	TMW SYSTEMS, INC.	TMW Cloud Services Master Agreement	3/15/15	$ -
3085	C&J Spec-Rent Services, Inc.	Todd Militzer, Chief Financial officer	Second Residential Lease Extension	12/14/13	$ -
5577	CJ Holding Co.	Tommy Ellis Trucking	Vendor Agreement		$ -
5781	C&J Well Services Inc.	Tony D & Anna K Wyatt	SWD - TX-SW-226 - Aledo - 12273 Bod Dr (TD West SWD-WYCO)	1/26/07	$ -
3086	C&J Spec-Rent Services, Inc.	Tony D. Wyatt	Fresh Water Purchase Agreement	8/20/06	$ -
3088	C&J Spec-Rent Services, Inc.	TONY D. WYATT AND ANNA K. WYATT	Recurring Payment Request	10/12/15	$ -
3091	C&J Spec-Rent Services, Inc.	TOTAL ENERGY PARTNERS (TEXAS) LLC	Master Services Agreement	5/2/14	$ -
3092	Total E&S, Inc.	TOTAL EQUIPMENT & SERVICE	Merchant Application & Fee Schedule	5/16/14	$ -
3102	C&J Spec-Rent Services, Inc.	TRACKER RESOURCE DEVELOPMENT III, LLC	Master Service Agreement	8/25/14	$ -
3103	C&J Spec-Rent Services, Inc.	TRADITION RESOURCES OPERATING, LLC.	Master Services Agreement	1/1/15	$ -
3104	C&J Well Services Inc.	TRAFFIC AND ALCOHOL AWARENESS SCHOOL OF KERN INC.	Sublease Agreement	8/22/12	$ -
3105	C&J Well Services Inc.	TRAFIGURA TERMINALS LLC	Carrier Access Agreement	3/30/12	$ -
3106	C&J Spec-Rent Services, Inc.	TRAID HUNTER, LLC.	Master Service Agreement	2/26/14	$ -
3107	C&J Well Services Inc.	TRAIL RIDGE ENERGY PARTNERS	Water Hauling Agreement	5/1/16	$ -
3108	C&J Spec-Rent Services, Inc.	TRAIL RIDGE ENERGY PARTNERS II, LLC.	Master Services Agreement	2/24/14	$ -
3115	C&J Spec-Rent Services, Inc.	TRANSTEXAS GAS CORPORATION	Master Service Agreement	7/20/04	$ -
3116	KVS Transportation, Inc.	TRANS-WEST SERVICES, INC.	Janitorial Services Agreement	3/2/13	$ -
3121	C&J Spec-Rent Services, Inc.	TRAP ROCK OIL, LTD.	Master Services Agreement	5/22/13	$ -
3122	C&J Spec-Rent Services, Inc.	TREADSTONE ENERGY PARTNERS, LLC	Master Services Agreement	1/3/14	$ -
3123	C&J Spec-Rent Services, Inc.	TREY RESOURCES, INC.	Master Services Agreement		$ -
3124	C&J Spec-Rent Services, Inc.	TREY TRUCKING COMPANY	Lease Contract	1/1/95	$ -
3125	C&J Well Services Inc.	TRI F JOINT VENTURE	Master Lease Agreement	9/1/11	$ -
3127	C&J Spec-Rent Services, Inc.	TRIAD OPERATING CORPORATION	Master Service Agreement	12/27/05	$ -
3128	C&J Spec-Rent Services, Inc.	TRIANA ENERGY LLC	Master Services Agreement	2/5/15	$ -
3129	C&J Spec-Rent Services, Inc.	TRIANGLE USA PETROLEUM CORP	Master Services Agreement	3/28/12	$ -
3131	C&J Spec-Rent Services, Inc.	TRIO CONSULTING & MANAGEMENT LLC	Master Service Contract	1/12/10	$ -
3132	C&J Energy Services, Inc.	TRISTAR INC	ANNUAL SUPPORT EXPIRATION NOTICE	10/30/15	$ -
5800	Tellus Oilfield Inc.	TRISTAR INC	ANNUAL SUPPORT EXPIRATION NOTICE	4/20/16	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5799	C&J Energy Services, Inc.	TRISTAR INC	ANNUAL SUPPORT EXPIRATION NOTICE	9/6/16	$ -
3135	C&J Spec-Rent Services, Inc.	Trivium Operating, LLC	Master Service Agreement	6/6/12	$ -
3136	C&J Well Services Inc.	TROUT DISPOSAL WELL, INC	Master Service Agreement	5/13/05	$ -
3137	C&J Spec-Rent Services, Inc.	TRUE COMPANIES	Master Service Contract	2/17/12	$ -
5803	C&J Spec-Rent Services, Inc.	Trumpf Inc.	Quotation	4/6/15	$ -
3138	KVS Transportation, Inc.	TURK'S KERN COMPANY	Equipment Maintenance Agreement	11/1/08	$ -
3139	CJ Holding Co.	TUTLE & TUTLE TRUCKING INC.	Master Service Agreement		$ -
3140	C&J Spec-Rent Services, Inc.	TUTLE & TUTLE TRUCKING INC.	Master Service Agreement	7/16/14	$ -
5587	CJ Holding Co.	UDS Upstream Downstream Solutions	Vendor Agreement		$ -
5507	C&J Spec-Rent Services, Inc.	Ulisis Garibay	Independent Contractor / Consulting Agreement	6/24/16	$ -
3150	C&J Spec-Rent Services, Inc.	ULTRA RESOURCES INC	Masater Service Agreement	12/3/13	$ -
3152	Total E&S, Inc.	UNIFIRST CORPORATION	Unifirst	3/17/15	$ -
3155	C&J Well Services Inc.	UNIMIN CORPORATION	Supply Agreement	7/1/15	$ -
3154	C&J Spec-Rent Services, Inc.	UNIMIN CORPORATION	Supply Agreement	7/1/15	$ -
3153	C&J Spec-Rent Services, Inc.	UNIMIN CORPORATION	Supply Agreement	7/1/15	$ 3,492,696.00
5580	CJ Holding Co.	Unimin Corporation	Vendor Agreement		$ -
3156	C&J Spec-Rent Services, Inc.	UNIT CORPORATION	Unit Master Contract	7/8/05	$ -
3160	Total E&S, Inc.	United Engines	Standard Terms And Conditions Of Purchase	3/15/13	$ -
3161	CJ Holding Co.	UNITED PROTECTIVE SERVICES OF SOUTH TEXAS LP	Uniformed Officer Agreement	10/29/15	$ 38,223.49
3162	CJ Holding Co.	UNITED PROTECTIVE SERVICES OF SOUTH TEXAS LP	Uniformed Officer Agreement- 586 County Rd	2/3/16	$ -
3163	C&J Spec-Rent Services, Inc.	UNITED RESOURCES LP	Oilfield Services Term Agreement	6/8/05	$ -
3164	C&J Spec-Rent Services, Inc.	UNITEDHEALTHCARE	Termination Of Medical And Prescription Drug Administration	11/30/15	$ -
3166	C&J Energy Services, Inc.	UNIVAR USA INC	Recycling/Tsd Handling Agreement	2/3/16	$ -
3169	C&J Well Services Inc.	UNIVAR USA INC.	Chemical Supply Agreement	9/25/15	$ -
3168	C&J Spec-Rent Services, Inc.	UNIVAR USA INC.	Chemical Supply Agreement	9/25/15	$ -
3167	C&J Energy Services, Inc.	UNIVAR USA INC.	Recycling/Tsd Handling Agreement	2/3/16	$ -
5786	C&J Well Services Inc.	University Lands/Sigma Wellbore Purchase	Hwy 163, 12 miles north of Ozona (228W University 16 Well No 1)		$ -
3172	C&J Spec-Rent Services, Inc.	University of Houston	Services Agreement	8/12/14	$ -
3170	C&J Spec-Rent Services, Inc.	UNIVERSITY OF HOUSTON	Services Agreement	11/7/14	$ -
3173	C&J Well Services Inc.	University of Texas	Water Contract Renewal	11/19/15	$ -
5774	C&J Well Services Inc.	University of Texas System Board of Regents	Easements and Surface Leases		$ -
5773	C&J Well Services Inc.	University of Texas System Board of Regents	Easements and Surface Leases		$ -
5741	C&J Well Services Inc.	University of Texas System Board of Regents	Easement		$ -
5775	C&J Well Services Inc.	University of Texas System Board of Regents	Easement		$ -
5740	C&J Well Services Inc.	University of Texas System Board of Regents	SWD		$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
5720	C&J Well Services Inc.	University of Texas System Board of Regents	Easement		$ -
3176	CJ Holding Co.	Urban Construction Southwest Inc.	Standard Form Of Agreement Between Owner And Design-Builder	4/4/14	$ -
3175	C&J Energy Services, Inc.	URBAN CONSTRUCTION SOUTHWEST INC.	Agreement Between Owner And Design-Builder	8/13/14	$ -
3177	CJ Holding Co.	URBAN OIL & GAS GROUP, LLC	Master Services Agreement	11/9/15	$ -
3178	C&J Spec-Rent Services, Inc.	URBAN OIL AND GAS GROUP	Master Services Agreement	7/1/14	$ -
3180	CJ Holding Co.	US BANK NATIONAL ASSOCIATION	Subordination, Non-Disturbance And Attornment Agreement	3/19/13	$ -
3179	CJ Holding Co.	US BANK NATIONAL ASSOCIATION	Subordination, Non-Disturbance And Attornment Agreement	3/28/13	$ -
3181	C&J Spec-Rent Services, Inc.	US ENERCORP LTD	Master Service Contract	5/1/09	$ -
3182	CJ Holding Co.	US ENERGY DEVELOPMENT CORP	Master Service Agreement		$ -
3186	C&J Spec-Rent Services, Inc.	UTE ENERGY LLC	Master Service Contract	1/4/11	$ -
3187	C&J Spec-Rent Services, Inc.	UTE ENERGY MIDSTREAM HOLDINGS LLC	Master Service Contract	1/4/11	$ -
3188	C&J Spec-Rent Services, Inc.	UTE ENERGY UPSTREAM HOLDINGS LLC	Master Service Contract	1/4/11	$ -
3189	C&J Spec-Rent Services, Inc.	VAALCO ENERGY (USA), INC.	Master Service Agreement	3/14/12	$ -
3191	C&J Spec-Rent Services, Inc.	VALENCE OPERATING COMPANY	Master Service Contract	12/1/11	$ -
3190	C&J Spec-Rent Services, Inc.	VALENCE OPERATING COMPANY	Master Service Contract Adoption Letter	12/1/11	$ -
3192	C&J Spec-Rent Services, Inc.	Valero Logistics Operations, L.P.	Master Work Agreement	10/3/06	$ -
3193	C&J Energy Services, Inc.	VALLEY SOLVENTS & CHEMICALS	Master Service Agreement	10/21/13	$ -
3194	C&J Energy Services, Inc.	VALLEY SOLVENTS AND CHEMICALS	Amendment No. 1 To Master Services Agreement	5/15/14	$ -
3195	CJ Holding Co.	Valvoline	Supply Agreement	7/15/15	$ -
3198	C&J Spec-Rent Services, Inc.	VANDERGRIFF MOTORSPORTS	Full And Final Settlement And Release Agreement	3/31/16	$ -
3199	CJ Holding Co.	VANGUARD OPERATING, LLC	Master Services Agreement	9/11/15	$ -
3200	CJ Holding Co.	VANTAGE ENERGY APPALACHIA II LLC	Master Service Agreement	5/6/15	$ -
3201	CJ Holding Co.	VANTAGE ENERGY APPALACHIA LLC	Master Service Agreement	5/6/15	$ -
3202	CJ Holding Co.	VANTAGE ENERGY UINTA LLC	Master Service Agreement	5/6/15	$ -
3203	CJ Holding Co.	VANTAGE FORT WORTH ENERGY LLC	Master Service Agreement	5/6/15	$ -
3204	KVS Transportation, Inc.	VAUGHN WATER COMPANY	New Updated Temporary Construction Water Permit	7/20/15	$ -
3205	C&J Spec-Rent Services, Inc.	VEHICLE LEASING II LP	Lease Schedule No. 06A	5/1/12	$ -
3206	C&J Spec-Rent Services, Inc.	VENADO OIL & GAS, LLC	Master Service Agreement	7/23/13	$ -
3207	Total E&S, Inc.	VENDING CONCEPTS INC	Vending Contract	7/15/13	$ -
3208	C&J Spec-Rent Services, Inc.	VENTEX OPERATING CORP.	Contractor'S Standard Terms And Conditions	8/19/13	$ -
3209	C&J Spec-Rent Services, Inc.	VENTEX OPERATION CORP.	Contractor'S Standard Terms And Conditions	8/19/13	$ -
3210	CJ Holding Co.	VENTURE OIL & GAS	Master Service Agreement	2/22/16	$ -
3211	C&J Well Services Inc.	VENTURE SAND SERVICE, INC.	Master Service Agreement	9/25/14	$ -
3212	C&J Well Services Inc.	VENTURE SAND SERVICES, INC.	Notice Of Election To Terminate Rate Sheet	4/10/15	$ -
3213	C&J Well Services Inc.	VERDAD OIL & GAS CORPORATION	Master Services Agreement	9/28/14	$ -
3216	CJ Holding Co.	VERIZON WIRELESS	Verizon Wireless Major Account Agreement		$ 32,932.16
3217	C&J Spec-Rent Services, Inc.	VERNON E. FAULCONER, INC.	Master Service Agreement	11/24/14	$ -
3218	C&J Spec-Rent Services, Inc.	VERNON GATHERING, LLC	Master Service And Supply Agreement Onshore Form	10/17/13	$ -
3219	C&J Spec-Rent Services, Inc.	VESS OIL CORPORATION	Master Work Agreement	5/29/13	$ -
3221	C&J Spec-Rent Services, Inc.	VIKING RESOURCES, LLC	Independent Contractor Master Services Agreement	11/6/14	$ -
3220	CJ Holding Co.	VIKING RESOURCES, LLC	Third Amendment To Master Service Agreement	3/17/16	$ -
3222	C&J Spec-Rent Services, Inc.	VIKING RESOURCES, LLC	Work Order No. 2014-11	11/20/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
3223	CJ Holding Co.	VINCENT OIL CORP	Master Services Agreement	10/2/15	$ -
3224	CJ Holding Co.	VINE OIL & GAS LP	Master Service Agreement	5/5/15	$ -
5545	C&J Spec-Rent Services, Inc.	VINSON & ELKINS	Engagement Letter	11/9/12	$ 11,068.18
3225	CJ Holding Co.	Vinson & Elkins LLP	Terms And Conditions	11/6/12	$ -
3226	KVS Transportation, Inc.	VINTAGE PETROLEUM, LLC	Statement Of Commerical Terms	1/1/14	$ -
3227	KVS Transportation, Inc.	VINTAGE PRODUCTION CALIFORNIA LLC	Statement Of Commerical Terms	1/1/14	$ -
3228	CJ Holding Co.	VIOLA OIL AND GASS LLC	Master Services Agreement	7/9/15	$ -
3229	C&J Spec-Rent Services, Inc.	VIRTEX OPERATING CO., INC.	Master Service Agreement	11/12/13	$ -
3230	C&J Spec-Rent Services, Inc.	VirTex Operating Company, Inc.	Master Service Agreement	12/2/09	$ -
3231	CJ Holding Co.	Vision Operating Company, LLC	Master Service Agreement	2/19/16	$ -
3232	CJ Holding Co.	VISION SERVICE PLAN INSURANCE COMPANY	Notification Of Document Changes	1/1/15	$ -
3233	CJ Holding Co.	VISTA GATHERING, LLC	Master Service Agreement	5/6/15	$ -
3234	C&J Spec-Rent Services, Inc.	VITOL RESOURCES INC	Master Service And Supply Agreement	12/31/14	$ -
3236	C&J Spec-Rent Services, Inc.	VITOL RESOURCES INC.	Master Service And Supply Agreement	10/22/14	$ -
3237	C&J Spec-Rent Services, Inc.	VITRUVIAN EXPLORATION II, LLC	Master Services Agreement	6/28/13	$ -
3239	C&J Spec-Rent Services, Inc.	Vorpal Energy Solutions, LLC	Services Agreement	11/20/14	$ -
3238	C&J Spec-Rent Services, Inc.	VORPAL ENERGY SOLUTIONS, LLC	Corrective Assignment Agreement	7/18/14	$ -
3240	C&J Spec-Rent Services, Inc.	VORPAL ENERGY SOLUTIONS, LLC.	Corrective Assignment Agreement	9/24/14	$ -
3241	C&J Spec-Rent Services, Inc.	VPR OPERATING, LLC	Master Service Contract	3/28/12	$ -
3243	CJ Holding Co.	WACO LLC	Master Service Agreement	2/22/16	$ -
3244	CJ Holding Co.	WACO OIL & GAS CO., INC.	Contractor'S Standard Terms And Conditions	7/8/15	$ -
3245	CJ Holding Co.	WAGON WHEEL OPERATING, LLC	Master Service Contract	7/15/15	$ -
3246	CJ Holding Co.	WAL-MART STORES, INC.	Commerical Invoice Account Agreement	1/8/16	$ -
3247	C&J Well Services Inc.	Walter Energy, Inc	Blanket Contract	9/10/12	$ -
3248	C&J Spec-Rent Services, Inc.	WAPITI OPERATING LLC	Master Services Agreement	7/8/14	$ -
3249	C&J Well Services Inc.	WARREN AMERICAN OIL COMPANY	Master Service Agreement	4/14/14	$ -
3254	Total E&S, Inc.	WASHAKIE MIDSTREAM SERVICES LLC	Master Work/Service Agreement	10/16/14	$ -
3253	C&J Spec-Rent Services, Inc.	WASHAKIE MIDSTREAM SERVICES LLC	Master Work/Service Agreement	10/16/14	$ -
3252	Tellus Oilfield Inc.	WASHAKIE MIDSTREAM SERVICES LLC	Master Work/Service Agreement	10/16/14	$ -
3251	Mobile Data Technologies Ltd.	WASHAKIE MIDSTREAM SERVICES LLC	Master Work/Service Agreement	10/16/14	$ -
3250	Blue Ribbon Technology Inc.	WASHAKIE MIDSTREAM SERVICES LLC	Master Work/Service Agreement	10/16/14	$ -
3255	Blue Ribbon Technology Inc.	WASHAKIE PIPELINE COMPANY LLC	Master Work/Service Agreement	10/16/14	$ -
3263	C&J Spec-Rent Services, Inc.	WATERFORD LAKES APARTMENTS	Apartment Lease Contract	5/14/14	$ -
3262	C&J Spec-Rent Services, Inc.	Waterford lakes apartments	Apartment Lease Contract	8/23/13	$ -
3261	C&J Spec-Rent Services, Inc.	WATERFORD LAKES APARTMENTS	Lease Agreement	8/23/13	$ -
3259	C&J Spec-Rent Services, Inc.	Waterford lakes apartments	Apartment Lease Contract	5/14/14	$ -
3260	C&J Spec-Rent Services, Inc.	WATERFORD LAKES APARTMENTS	Apartment Lease Contract	5/14/14	$ -
3264	CJ Holding Co.	Watkins Construction Company, LLC	Amendment To Master Service Agreement	7/12/16	$ -
3265	C&J Spec-Rent Services, Inc.	WAYNE MCCONNELL	Commercial Saltwater Disposal Well Lease Agreement	3/31/06	$ -
3266	C&J Well Services Inc.	WAYVE MCCONNELL	Renewal Of Commercial Saltwater Disposal Well Lease Agreement	8/1/16	$ -
3267	C&J Spec-Rent Services, Inc.	Weatherford U.S., L.P.	Contract Standard Terms And Conditions	3/18/15	$ 11,719.10
3268	C&J Spec-Rent Services, Inc.	Weatherford U.S., L.P.	Contractor'S Standard Terms And Conditions	3/20/15	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
3269	CJ Holding Co.	WEAVER & TIDWELL LLP	Letter Of Engagement	4/3/16	$ -
3270	C&J Energy Services, Inc.	WEIR SPM	Corporate Rental Application - Lexisnexis		$ -
3271	C&J Well Services Inc.	WEIR SPM	Corporate Rental Application - Lexisnexis		$ -
5445	C&J Spec-Rent Services, Inc.	WEK CONSULTING, I	Consulting Agreement	1/8/13	$ -
5446	C&J Spec-Rent Services, Inc.	WEK CONSULTING, LLC.	Consulting Agreement	1/8/13	$ -
3277	C&J Spec-Rent Services, Inc.	WELLS FARGO FINANCIAL LEASING	Single Sided Lease Agreement	8/13/10	$ -
3278	C&J Spec-Rent Services, Inc.	WELLTEC, INC.	Agreement For The Mutual Disclosure Of Proprietary And Confidential Information	8/1/14	$ -
3282	C&J Well Services Inc.	WENDELL WELLER	Invoice And Lease Agreement	1/1/15	$ -
3281	C&J Spec-Rent Services, Inc.	Wendell Weller	Commercial Lease	8/6/15	$ -
3280	C&J Spec-Rent Services, Inc.	WENDELL WELLER	Invoice And Lease Agreement	1/1/16	$ -
3279	C&J Spec-Rent Services, Inc.	WENDELL WELLER	Commercial Lease Agreement	9/13/15	$ -
3283	C&J Spec-Rent Services, Inc.	West Tuleta Operating Corporation	Master Service Agreement	3/14/08	$ -
3286	CJ Holding Co.	WESTCHASE GREEN , LLC	Subordination, Non-Disturbance And Attornment Agreement	3/19/13	$ -
3290	C&J Energy Services, Inc.	WESTCHASE GREEN LLC	Emergency Telephone Services Agreement	1/27/15	$ -
3289	C&J Spec-Rent Services, Inc.	WESTCHASE GREEN LLC	Special Warranty Deed - Westchase Green To Arc	10/25/14	$ -
3288	C&J Spec-Rent Services, Inc.	WESTCHASE GREEN LLC	Assignment And Assumption Of Lease & Security Deposit	10/29/14	$ -
3287	CJ Holding Co.	WESTCHASE GREEN LLC	Subordination, Non-Disturbance And Attornment Agreement	3/28/13	$ -
3285	C&J Energy Services, Inc.	WESTCHASE GREEN LLC	Commencement Letter In Respect To Lease Agremnet	3/19/14	$ -
3293	CJ Holding Co.	WESTCHASE GREEN LLC.	Waver Of Exclusivity Period	4/30/14	$ -
3292	C&J Energy Services, Inc.	Westchase Green LLC.	Owner Approval For Construction Expansion	4/28/14	$ -
3300	C&J Spec-Rent Services, Inc.	WESTCHASE GREEN, LLC	Bill Of Sale	10/29/14	$ -
3299	C&J Spec-Rent Services, Inc.	WESTCHASE GREEN, LLC	Assignment And Assumption Of Leases	3/28/13	$ -
3296	C&J Energy Services, Inc.	WESTCHASE GREEN, LLC	Assignment And Assumption Of Leases	3/28/13	$ -
3298	CJ Holding Co.	WESTCHASE GREEN, LLC	Second Amendment To Lease Agreement	4/30/14	$ 198,790.00
3295	CJ Holding Co.	WESTCHASE GREEN, LLC	Letter Agreement	8/13/14	$ -
3297	CJ Holding Co.	WESTCHASE GREEN, LLC	First Amendment To Lease	9/5/13	$ -
3303	C&J Well Services Inc.	WESTERN PETROLEUM	Corporate Rental Application - Lexisnexis		$ -
3302	C&J Energy Services, Inc.	WESTERN PETROLEUM	Corporate Rental Application - Lexisnexis		$ -
3306	C&J Well Services Inc.	Western Properties	Lease Agreement	2/27/12	$ -
3309	C&J Spec-Rent Services, Inc.	WESTERN WELLSITE SERVICES, LLC	Master Service Contract	6/10/09	$ -
3311	C&J Spec-Rent Services, Inc.	WEX BANK	Wex Fleet Business Charge Card Agreement	2/27/14	$ -
3312	C&J Well Services Inc.	WHALEY FAMILY TRUST	Commercial Gross Lease	7/8/10	$ -
3313	C&J Spec-Rent Services, Inc.	WHILDHOURSE RESOURCES, LLC	Master Service Agreement	10/11/10	$ -
3314	CJ Holding Co.	WHIPSTOCK NATURAL GAS SEVICES LLC	Master Services Agreement	11/11/15	$ -
3317	CJ Holding Co.	White Exploration, Inc	Contractor'S Standard Terms And Conditions	12/30/15	$ -
3315	CJ Holding Co.	WHITE MARLIN OIL AND GAS COMPANY, LLC	Master Service Contract	5/6/15	$ -
3316	C&J Spec-Rent Services, Inc.	WHITE OAK ENERGY, L.L.C.	Master Service Agreement	4/3/03	$ -
3318	C&J Spec-Rent Services, Inc.	WHITING OIL AND GAS CORPORATIN	Master Service Contract	6/15/06	$ -
3319	C&J Spec-Rent Services, Inc.	WHITING OIL AND GAS CORPORATION	Master Service Contract	9/29/08	$ -
3321	C&J Spec-Rent Services, Inc.	WildHorse Resources Management Company, LLC	Master Service Agreement		$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
3322	C&J Spec-Rent Services, Inc.	WildHorse Resources Management Company, LLC.	Master Service Agreement	1/22/15	$ -
3323	C&J Spec-Rent Services, Inc.	WILDHORSE RESOURCES, LLC	Master Service Agreement	2/2/12	$ -
3324	C&J Spec-Rent Services, Inc.	WILLIAM DALE LOGAN	Corrective Assignment Agreement	7/18/14	$ -
3325	C&J Spec-Rent Services, Inc.	WILLIAM DALE LOGAN	Corrective Assignment Agreement	9/24/14	$ -
3326	C&J Well Services Inc.	William McIntire	Lease Agreement	6/28/12	$ -
3328	C&J Well Services Inc.	William McIntire	Non-Po Invoice	5/13/16	$ -
3327	C&J Well Services Inc.	WILLIAM MCINTIRE	Lease Agreement	5/22/12	$ -
3329	C&J Spec-Rent Services, Inc.	William Production RMT	E&P Master Service Agreement	3/21/07	$ -
3331	C&J Spec-Rent Services, Inc.	WILLIAMS PRODUCTION	E&P Master Service Agreement	3/1/07	$ -
3332	C&J Spec-Rent Services, Inc.	Williams Production Appalachia LLC	Request For Services	7/1/11	$ -
3338	C&J Spec-Rent Services, Inc.	Willow Bend Oil, LLC	Master Service Agreement	8/24/14	$ -
3337	C&J Spec-Rent Services, Inc.	WILLOW BEND OIL, LLC	Master Service Agreement	8/21/14	$ -
3340	CJ Holding Co.	Windsor Energy Group, LLC.	Amendment To Master Services Agreement	10/1/15	$ -
3342	CJ Holding Co.	WOMBAT SECURITY TECHNOLOGIES, INC.	Subscription Agreement		$ -
3343	C&J Spec-Rent Services, Inc.	WOOD GROUP PRODUCTION SERVICES, INC.	Master Service Agreement	11/13/12	$ -
3344	CJ Holding Co.	WORKPARTNERS TRIAGE AND MEDICAL MANAGEMENT	Service Agreement	2/5/16	$ -
3345	C&J Spec-Rent Services, Inc.	WORTH HYDROCHEM OF HOUSTON, INC.	Master Service Agreement	8/5/14	$ -
5594	C&J Well Services Inc.	WPPI	Oil & Gas Interests		$ -
3351	C&J Spec-Rent Services, Inc.	WPX Energy Williston, LLC	E&P Master Service Agreement	5/28/14	$ -
3350	C&J Spec-Rent Services, Inc.	WPX Energy Williston, LLC	Request For Services	2/2/12	$ -
3349	C&J Spec-Rent Services, Inc.	WPX ENERGY WILLISTON, LLC	E&P Master Services Agreement	5/28/14	$ -
3348	CJ Holding Co.	WPX ENERGY WILLISTON, LLC	Amendment To Master Services Agreement	10/1/15	$ -
3347	C&J Spec-Rent Services, Inc.	WPX Energy Williston, LLC	Change Order #1	3/14/14	$ -
3352	CJ Holding Co.	WTX GRYPHON HOLDINGS LLC.	Master Service Agreement	12/31/15	$ -
3354	C&J Spec-Rent Services, Inc.	Wyatt, Tony D& Anna K. Wyatt	Correction Surface And Salt Water Disposal Lease	1/26/07	$ -
3356	C&J Spec-Rent Services, Inc.	Wynn Crosby Operating, Ltd.	Master Service Agreement	3/24/14	$ -
3355	CJ Holding Co.	Wynn Crosby Operating, Ltd.	Amendment To Master Service Agreement	5/18/15	$ -
3357	C&J Spec-Rent Services, Inc.	WYNN-CROSBY OPERATING, LTD.	Master Service Agreement	8/3/10	$ -
5420	C&J Spec-Rent Services, Inc.	Xin Geng	Independent Contractor/Consulting Agreement	2/24/16	$ -
3363	CJ Holding Co.	XOG RESOURCES, LLC	Master Service Agreement	10/1/15	$ -
3364	C&J Spec-Rent Services, Inc.	XTO ENERGY	C&J Well Services Production Water Hauling Pricing	5/4/16	$ -
3366	C&J Spec-Rent Services, Inc.	XTO ENERGY INC	Master Service Contract	11/28/06	$ -
3368	C&J Well Services Inc.	XTO ENERGY INC.	Master Service Agreement	7/26/11	$ -
3367	C&J Spec-Rent Services, Inc.	XTO ENERGY INC.	Master Service Contract	3/29/06	$ -
3369	C&J Spec-Rent Services, Inc.	YATES PETROLEUM CORPORATION	Master Services Agreement	6/14/13	$ -
3370	CJ Holding Co.	YOUNGER ENERGY COMPANY	Contractor'S Standard Terms And Conditions	12/16/15	$ -
3371	C&J Spec-Rent Services, Inc.	Yuma Energy, Inc.	Master Service Agreement	4/4/14	$ -
3372	Total E&S, Inc.	ZACHRY INDUSTRIAL, INC.	Service Agreement	3/17/16	$ -
3373	C&J Well Services Inc.	ZAKE LINTON	Saltwater Disposal Agreement	7/1/12	$ -
3374	C&J Spec-Rent Services, Inc.	ZAVANNA, LLC	Master Service Contract	6/4/14	$ -

EXHIBIT D-1
CJ Holding Co., et al.,
List of Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount
3375	C&J Spec-Rent Services, Inc.	ZAZA ENERGY LLC	Master Service Agreement	2/11/11	$ -
3376	C&J Spec-Rent Services, Inc.	ZaZa Energy, L.L.C.	Master Service Agreement	3/1/11	$ -
5524	KVS Transportation, Inc.	ZEE CONSULTING/CONTRABAND CONTROL	Independent Contract Agreement	3/31/06	$ 9,089.10
3378	C&J Well Services Inc.	Zeke Linton	Saltwater Disposal Agreement	7/1/13	$ -
3377	C&J Well Services Inc.	Zeke Linton	Lease	4/11/16	$ -
3379	CJ Holding Co.	ZENERGY INC	Amendment To Master Service Agreement	8/6/15	$ -
3380	C&J Spec-Rent Services, Inc.	ZTC PETRO INVESTMENTS, LP	Master Service Contract	4/29/14	$ -

EXHIBIT D-2

CJ Holding Co., et al.,

List of Nabors Related Executory Contracts and Unexpired Leases to be ASSUMED by Reorganized Debtors on the Effective Date

Reference Number	Legal Entity	Counterparty	Contract Title / Description	Date	Cure Amount	Notes
2128	C&J Well Services Inc.	Nabors Drilling Canada Limited	Amended And Restated Sublease Agreement	2/26/15	$ 187.00	1
2125	C&J Energy Production Services-Canada Ltd.	NABORS DRILLING CANADA LIMITED	Lease Agreement	7/1/16	$ 14,662.00	1
2124	C&J Energy Production Services-Canada Ltd.	Nabors Drilling Canada Limited	Lease Agreement	5/18/16	$ -	
5590	C&J Energy Production Services-Canada Ltd.	NABORS DRILLING CANADA LIMITED	Second Lease Amend - 081315 - CN-IP-2845A		$ -	
2131	C&J Well Services Inc.	NABORS DRILLING CANADA LTD	Amended And Restated Sublease Agreement	2/26/15	$ 1,137.00	1
2130	C&J Well Services Inc.	NABORS DRILLING CANADA LTD	Amended And Restated Lease Agreement	2/1/15	$ 12,880.00	1
5678	C&J Energy Production Services-Canada Ltd.	Nabors Drilling Canada LTD	Lease		$ -	
5679	C&J Energy Production Services-Canada Ltd.	Nabors Drilling Canada LTD	Sublease		$ -	
5680	C&J Energy Production Services-Canada Ltd.	Nabors Drilling Canada LTD	Sublease		$ -	
2132	C&J Spec-Rent Services, Inc.	NABORS DRILLING TECHNOLOGIES USA INC	Lease Agreement	6/1/16	$ -	
2133	C&J Spec-Rent Services, Inc.	NABORS DRILLING TECHNOLOGIES USA, INC.	Lease Agreement	1/1/16	$ -	
5718	C&J Spec-Rent Services, Inc.	Nabors Drilling Technologies USA, Inc.	Sublease		$ -	
5591	C&J Spec-Rent Services, Inc.	NABORS DRILLING TECHNOLOGIES USA, INC.	Lease - 010116 - CO-IP-846A		$ -	1
5592	C&J Spec-Rent Services, Inc.	NABORS DRILLING TECHNOLOGIES USA, INC.	Lease - 010116 - PA-IP-190A		$ -	
5593	C&J Spec-Rent Services, Inc.	NABORS DRILLING TECHNOLOGIES USA, INC.	Lease - 010116 - TX-IP-6230A		$ -	
5712	C&J Spec-Rent Services, Inc.	Nabors Drilling Technologies USA, Inc.	Lease Agreement		$ -	
5776	C&J Spec-Rent Services, Inc.	Nabors Drilling Technologies USA, Inc.	Lease Agreement		$ -	
2135	C&J Corporate Services (Bermuda) Ltd.	NABORS GLOBAL HOLDINGS II LIMITED	Lease Agreement	10/6/15	$ 5,743.00	1
2136	C&J Spec-Rent Services, Inc.	NABORS GLOBAL HOLDINGS II LIMITED	Sublease Agreement	3/18/15	$ -	
2142	C&J Spec-Rent Services, Inc.	NABORS INDUSTRIES LTD	Tax Matters Agreement	3/24/15	$ 596,082.00	
2138	CJ Holding Co.	NABORS INDUSTRIES LTD	Global Alliance Agreement	3/24/15	$ -	
2137	C&J Spec-Rent Services, Inc.	Nabors Industries Ltd	Employee Benefits Agreement	3/24/15	$ -	
5924	C&J Energy Services Ltd. (f/k/a Nabors Red Lion Ltd)	NABORS INDUSTRIES LTD	Separation Agreement No.1	2/6/15	$ -	
5527	C&J Well Services Inc.	NABORS INDUSTRIES LTD	Separation Agreement	6/25/14	$ 14,997.00	2
5921	C&J Energy Services Ltd. (f/k/a Nabors Red Lion Ltd)	NABORS INDUSTRIES LTD	Amended No 1 Agreement and Plan of Merger	2/6/15	$ -	

EXHIBIT E

Schedule of Retained Causes of Action

Certain documents, or portions thereof, contained in this **Exhibit E** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Schedule of Retained Causes of Action

Article IV.P of the Plan provides that unless any Causes of Action[1] against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors, except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding, and without limiting the generality of, Article IV.P of the Plan, the following Exhibit E (i)-(x) includes specific types of Causes of Actions expressly preserved by the Debtors and the Reorganized Debtors, subject to the terms of the Plan and the information provided in this Exhibit E. For the avoidance of doubt, the specific types of Causes of Action listed in the following Exhibits (i)-(x) are indicative, but are in no way exclusive, of the causes of action retained in connection with the Plan.

The Debtors reserve all rights to amend, revise, or supplement this Exhibit E to the Plan Supplement, and any of the documents and designations contained herein, at any time before the

1 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court; *provided* that any such amendment, revision, or supplement shall be subject to the consent of the Required Supporting Creditors.

EXHIBIT E (i)

Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe money to them. There is no schedule to this Exhibit E (i).

EXHIBIT E (ii)

Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or other type of deposit or collateral is specifically identified herein. There is no schedule to this Exhibit E (ii).

Exhibit E (iii)

Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein. There is no schedule to this Exhibit E (iii).

EXHIBIT E (iv)

Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtors expressly reserve the Causes of Action, based in whole or in part upon any and all contracts and leases to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever. The claims and Causes of Actions reserved include Causes of Action against vendors, suppliers of goods or services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) counter-claims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) any accumulated service credits, both those that may apply to future vendor invoices and those from which the Debtors may be entitled to receive a refund. There is no schedule to this Exhibit E (iv).

EXHIBIT E (v)

Claims Related to Nabors

Except as specifically set forth in the Plan, the Debtors expressly reserve all Causes of Action against Nabors. There is no schedule to this Exhibit E (v).

Exhibit E (vi)

Claims Related to Customer Obligations

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all customers that owe or may in the future owe money to the Debtors or the Reorganized Debtors whether for unpaid invoices or any other matter whatsoever. In order to protect the privacy of the Debtors' customers, there is no schedule to this Exhibit E (vi).

Exhibit E (vii)

Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified herein, including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. There is no schedule to this Exhibit E (vii).

Exhibit E (viii)

Claims, Defenses, Cross-Claims and Counter-Claims
Related to Litigation and Potential Litigation

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including those litigation, arbitration, or other types of adversarial proceedings or dispute resolution proceedings, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the Debtors' expressly reserve all Causes of Action against the Entities identified in Exhibit E (viii).

In re: CJ Holding Co., et al.,
Retained Causes of Action
Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Name of Counterparty	Nature
Baker Receivables Solutions, LLC c/o Kevin Pennell Zukowski Bresenhan LLP 1177 West Loop South #1100 Houston, Texas 77027	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Chubb Insurance (f/k/a ACE Insurance) c/o John F. Varley, III 10 Exchange Place, 9th Floor Jersey City NJ 07302	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Chesapeake Energy Corporation c/o Frank J. Goodnight Brynna Schelbar Franden Woodward Farris Quillin & Goodnight Williams Tower II, Suite 900 Two West Second Street Tulsa OK 74103	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Custom Alloy Corporation c/o Larry E. Cotton Brent L. Brown Cotton Schmidt & Abbott LLP 550 Bailey Avenue, Suite 600 Fort Worth TX 76107	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
D&I Silica, LLC (Hi-Crush) c/o Liz Boydston Norton Rose Fulbright 2200 Ross Ave., Suite 3600 Dallas TX 75201	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EOG Resources, Inc. c/o Leah Rudnicki Hall Estill Hardwick Gable Golden & Nelson, PC 100 North Broadway, Suite 2900 Oklahoma City OK 73102-8865	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Glenn G. Farrer c/o Lisa R. Petersen Michael Best & Friedrich LLP 170 South Main Street, Suite 1000 Salt Lake City, Utah 84101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Great Plains Oilfield Rentals c/o Frank J. Goodnight Brynna Schelbar Franden Woodward Farris Quillin & Goodnight Williams Tower II, Suite 900 Two West Second Street Tulsa OK 74103	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Greene's Investments, Inc. c/o Charles L. Barnum, P.C. 409 Broadway Street, Suite A Rock Springs, WY 82901	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Halliburton Energy Services, Inc. c/o Jeff Carruth Weycer Kaplan Pulaski & Zuber PC 11 Greenway Plaza, Suite 1400 Houston TX 77046	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Jon Flowers c/o Jacqueline M. Houlette Houlette & Gray, PLLC 440 Louisiana, Suite 900 Houston TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JW Hughes Excavation, Inc. c/o Todd Taylor Johanson & Fairless LLP 1456 First Colony Blvd. Sugar Land TX 77479	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
K3 Prop, LLC c/o Chris W. Stenholm Stenholm & Douglas, P.C. 4000 W. Vickery Boulevard, Suite A Fort Worth, Texas 76107	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Prestige Wireline, Inc. c/o Jacqueline M. Houlette (Flowers & Prestige) Houlette & Gray, PLLC 440 Louisiana, Suite 900 Houston TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Raymond Paul Morlan c/o Lisa R. Petersen Michael Best & Friedrich LLP 170 South Main Street, Suite 1000 Salt Lake City, Utah 84101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RoughRider Housing, LLC c/o Ken Douglas 17950 Preston Road, Suite 1080 Dallas, Texas 75252	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Savage Services Corp. c/o Lisa R. Petersen Michael Best & Friedrich LLP 170 South Main Street, Suite 1000 Salt Lake City, Utah 84101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
Southern Heavy Equipment, LLC c/o John F. Hussell, IV Wooton Davis Hussell & Ellis PLLC PO Box 3971 Charleston, WV 25339-3971	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
City of Miami General Employees' and Sanitation Employees' Retirement Trust c/o Bernstein Litowitz Berger & Grossman LLP 1285 Avenue of the Americas 38th Floor New York, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
(Various) Cases Currently Handled by Collections Agencies (Baker Receivables and Martini, Hughes & Grossman)	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Exhibit E (ix)

Claims Related to Tax Refunds

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe taxes to them. There is no schedule to this Exhibit E (ix).

Exhibit E (x)

Claims Related to Other Bankruptcy Cases

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to any Entity that is or may in the future become a debtor in a case under title 11 of the United States Code, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. There is no schedule to this Exhibit E (x).

Exhibit E (xi)

Claims Related to Intellectual Property and Other Business Torts

Unless otherwise released by the Plan, the Debtors expressly reserve any Causes of Action for unfair competition, licensing or licensing agreements, interference with contract or potential business advantage, conversion, infringement of intellectual property, or other business tort claims. Nothing in the Plan shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of the Debtors or the Reorganized Debtors regarding their intellectual property rights, and all rights with respect thereto are expressly reserved.

Notwithstanding the foregoing, any action or inaction by the Debtors or the Reorganized Debtors with respect to intellectual property rights shall not be used, invoked, or applied by any Entity in any proceeding to serve as the basis to enlarge, diminish, or in any way alter or affect equitable and legal rights, obligations, and defenses including, without limitation, through the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, other estoppels (judicial, equitable, or otherwise), naked license, unreasonable delay in asserting rights, adequate remedy at law, or laches, in any dispute regarding the intellectual property rights of the Debtors or the Reorganized Debtors. There is no schedule to this Exhibit E (xi).

Exhibit E (xii)

Claims Related to Environmental Matters

Unless otherwise released by the Plan, the Debtors expressly reserve any and all Causes of Action against or related to environmental matters, including any Causes of Action arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods. There is no schedule to this Exhibit E (xii).

EXHIBIT F

Form of Backstop Commitment Agreement

Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan and the terms of the Backstop Commitment Agreement, Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

BACKSTOP COMMITMENT AGREEMENT

AMONG

C&J ENERGY SERVICES LTD.

AND

THE BACKSTOP PARTIES PARTY HERETO

Dated as of [●], 2016

TABLE OF CONTENTS

PAGE

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions* 2
Section 1.02. *Additional Defined Terms* 12
Section 1.03. *Construction* 13

ARTICLE 2
BACKSTOP COMMITMENT

Section 2.01. *The Rights Offering* 14
Section 2.02. *The Backstop Commitment* 14
Section 2.03. *Backstop Party Default* 15
Section 2.04. *Backstop Escrow Account Funding* 16
Section 2.05. *Closing* 16
Section 2.06. *Designation and Assignment Rights* 17

ARTICLE 3
PUT OPTION PREMIUM AND EXPENSE REIMBURSEMENT

Section 3.01. *Fees Payable by the Company* 18
Section 3.02. *Payment of Fees* 18
Section 3.03. *Expense Reimbursement* 19

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 4.01. *Organization and Qualification* 19
Section 4.02. *Corporate Power and Authority* 19
Section 4.03. *Execution and Delivery; Enforceability* 20
Section 4.04. *Authorized and Issued Capital Stock* 21
Section 4.05. *Issuance* 21
Section 4.06. *No Conflict* 22
Section 4.07. *Consents and Approvals* 22
Section 4.08. *Arm's Length* 23
Section 4.09. *Financial Statements* 23
Section 4.10. *Disclosure Statement and Company SEC Documents* 23
Section 4.11. *No Undisclosed Material Liabilities* 24
Section 4.12. *Absence of Certain Changes* 24
Section 4.13. *No Violation; Compliance with Laws* 24
Section 4.14. *Legal Proceedings* 25
Section 4.15. *Labor Relations* 25
Section 4.16. *Intellectual Property* 26
Section 4.17. *Title to Real and Personal Property* 26

Section 4.18. *No Undisclosed Relationships* 27
Section 4.19. *Licenses and Permits* 27
Section 4.20. *Environmental* 27
Section 4.21. *Tax Matters* 29
Section 4.22. *Company Plans* 30
Section 4.23. *Internal Control Over Financial Reporting* 32
Section 4.24. *Disclosure Controls and Procedures* 32
Section 4.25. *Material Contracts* 32
Section 4.26. *No Unlawful Payments* 33
Section 4.27. *Compliance with Money Laundering Laws* 33
Section 4.28. *Compliance with Sanctions Laws* 34
Section 4.29. *No Broker's Fees* 34
Section 4.30. *No Registration Rights* 34
Section 4.31. *Takeover Statutes* 34
Section 4.32. *Insurance* 34
Section 4.33. *Disclosure Schedule, Disclosure Statement and Company SEC Document References* 34

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BACKSTOP PARTIES

Section 5.01. *Incorporation* 35
Section 5.02. *Corporate Power and Authority* 35
Section 5.03. *Execution and Delivery* 35
Section 5.04. *No Conflict* 35
Section 5.05. *Consents and Approvals* 36
Section 5.06. *No Registration* 36
Section 5.07. *Purchasing Intent* 36
Section 5.08. *Sophistication; Investigation* 36
Section 5.09. *No Broker's Fees* 37
Section 5.10. *Votable Claims* 37
Section 5.11. *Sufficiency of Funds* 37
Section 5.12. *Arm's Length* 37

ARTICLE 6
ADDITIONAL COVENANTS

Section 6.01. *BCA Consummation Approval Order* 38
Section 6.02. *Confirmation Order; Plan and Disclosure Statement* 38
Section 6.03. *Conduct of Business* 38
Section 6.04. *Antitrust Approval* 40
Section 6.05. *Financial Information* 42
Section 6.06. *Alternate Transactions* 42
Section 6.07. *Reasonable Best Efforts* 44
Section 6.08. *Support of the Plan* 45
Section 6.09. *Transfers of Beneficially Controlled Votable Claims* 46
Section 6.10. *New Common Stock* 47

Section 6.11. *Registration Rights Agreement* 47
Section 6.12. *Form D and Blue Sky* 47
Section 6.13. *No Integration; No General Solicitation* 47
Section 6.14. *DTC Eligibility* 48
Section 6.15. *Use of Proceeds* 48
Section 6.16. *Share Legend* 48
Section 6.17. *Internal Reorganization* 48
Section 6.18. *Tax Treatment* 48

ARTICLE 7
CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 7.01. *Conditions to the Obligation of the Backstop Parties* 49
Section 7.02. *Waiver of Conditions to Obligation of Backstop Parties* 51
Section 7.03. *Conditions to the Obligation of the Company* 51

ARTICLE 8
INDEMNIFICATION AND CONTRIBUTION

Section 8.01. *Indemnification Obligations* 52
Section 8.02. *Indemnification Procedure* 53
Section 8.03. *Settlement of Indemnified Claims* 54
Section 8.04. *Contribution* 54
Section 8.05. *Treatment of Indemnification Payments* 55
Section 8.06. *No Survival* 55

ARTICLE 9
TERMINATION

Section 9.01. *Termination Rights* 55
Section 9.02. *Effect of Termination* 58

ARTICLE 10
GENERAL PROVISIONS

Section 10.01. *Notices* 58
Section 10.02. *Assignment; Third Party Beneficiaries* 59
Section 10.03. *Prior Negotiations; Entire Agreement* 59
Section 10.04. *Governing Law; Venue* 60
Section 10.05. *Waiver of Jury Trial* 60
Section 10.06. *Counterparts* 60
Section 10.07. *Waivers and Amendments; Rights Cumulative* 60
Section 10.08. *Headings* 61
Section 10.09. *Specific Performance* 61
Section 10.10. *Damages* 61
Section 10.11. *No Reliance* 62
Section 10.12. *Publicity* 62
Section 10.13. *Settlement Discussions* 62

SCHEDULES AND EXHIBITS

Schedule 1 Backstop Commitment Percentages
Schedule 2 Beneficially Controlled Votable Claims

Exhibit A Form of Joinder Agreement
Exhibit B Form of Registration Rights Agreement

BACKSTOP COMMITMENT AGREEMENT

This BACKSTOP COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this "**Agreement**"), dated as of [●], 2016, is made by and among C&J Energy Services Ltd. (as a debtor in possession and a reorganized debtor, as applicable, the "**Company**" or "**C&J Energy**") on behalf of itself and the other Debtors, on the one hand, and the Backstop Parties set forth on Schedule 1 hereto (each referred to herein, individually, as a "**Backstop Party**" and, collectively, as the "**Backstop Parties**"), on the other hand. The Company and each Backstop Party is referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

RECITALS

WHEREAS, on July 20, 2016 (the "**Petition Date**"), the Company and certain of its debtor affiliates (each, individually, a "**Debtor**" and, collectively, the "**Debtors**") commenced jointly administered proceedings (the "**Chapter 11 Proceedings**"), styled *In re CJ Holding Co., et al.*, Case No. 16-33590 (DRJ) under Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended from time to time (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**");

WHEREAS the Debtors, certain other subsidiaries of the Company, the Backstop Parties and certain other holders of Lender Claims are party to that certain Restructuring Support and Lock-Up Agreement, dated as of July 8, 2016, as amended on July 14, 2016 (and as may be further amended, modified, or supplemented from time to time, in accordance with its terms, the "**RSA**"), which contemplates, among other things, (a) consummation of the Plan and the Rights Offering and (b) entry by the Debtors and the Backstop Parties into this Agreement;

WHEREAS, on November 3, 2016, the Debtors filed the Plan providing for, among other matters, the implementation of this Agreement, in each case, as may be amended, supplemented or otherwise modified from time to time in a manner that is acceptable to the Required Supporting Creditors;

WHEREAS, on November 5, 2016, the Bankruptcy Court entered the Disclosure Statement Order, approving, among other things, the Disclosure Statement, the procedures for solicitation of the Plan, and the Rights Offering Procedures;

WHEREAS, the Debtors intend to seek entry of orders of the Bankruptcy Court, in each case, in form and substance acceptable to the Required Supporting Creditors (x) confirming the Plan pursuant to Section 1129 of the Bankruptcy Code (the "**Confirmation Order**") and (y) authorizing the consummation of the transactions contemplated hereby (which order may take the form of, and be incorporated into, the Confirmation Order (the "**BCA Consummation Approval Order**"));

WHEREAS, as contemplated by the Plan and to be implemented in accordance with the Rights Offering Procedures, the Debtors intend to enter into a Rights Offering for shares of Reorganized C&J Energy for an aggregate amount of $200 million;

WHEREAS, subject to the terms and conditions contained in this Agreement each Backstop Party has agreed to purchase (severally and not jointly) its Backstop Commitment Percentage of the Rights Offering Shares (based on the Per Share Price) that are not purchased as part of the Rights Offering, if any.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, each of the Parties hereby agrees as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. Except as otherwise expressly provided in this Agreement, or unless the context otherwise requires, whenever used in this Agreement (including any Exhibits and Schedules hereto), the following terms shall have the respective meanings specified therefor below:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made; *provided* that no Backstop Party shall be deemed an Affiliate of the Company or any of its Subsidiaries. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

"**Allowed**" has the meaning assigned thereto in the Plan.

"**Alternate Transaction**" means any transaction with respect to a reorganization, restructuring, merger, consolidation, share exchange, rights offering, equity investment, business combination, recapitalization or similar transaction (including the sale of all or substantially all of the assets of the Company and its Subsidiaries) involving the Company or any other Debtors that is inconsistent with the Rights Offering, the Backstop Commitment, this Agreement or the Plan.

"**Antitrust Authorities**" means the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Entity having jurisdiction pursuant to the Antitrust Laws and "Antitrust Authority" means any of them.

"**Antitrust Laws**" mean the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, and any other Law governing agreements in restraint of trade, monopolization, pre-merger notification, the lessening of competition through merger or acquisition or anti-competitive conduct.

"**Assumable Amount**" means, with respect to a Transferring Backstop Party that enters into an agreement to Transfer Eligible Claims that would result, after giving effect to such Transfer, in such Transferring Backstop Party holding less in aggregate principal amount of Eligible Claims than such Transferring Backstop Party's Trigger Amount, an amount equal to all of such Transferring Backstop Party's Backstop Commitment, or otherwise zero (or none).

"**Assumable Share**" means, with respect to any Non-Transferring Backstop Party, the proportion that the amount of such Non-Transferring Backstop Party's Backstop Commitment at the time of the applicable election bears to the aggregate Backstop Commitments at the time of the applicable election of all Non-Transferring Backstop Parties.

"**Available Shares**" means the Unsubscribed Shares that any Backstop Party fails to purchase as a result of a Backstop Party Default by such Backstop Party.

"**Backstop Commitment Percentage**" means, with respect to any Backstop Party, such Backstop Party's percentage of the Backstop Commitment as set forth opposite such Backstop Party's name under the column titled "Backstop Commitment Percentage" on Schedule 1 (as it may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement).

"**Backstop Party Confidentiality Agreement**" means any confidentiality agreement entered into between the Company and any Backstop Party.

"**Backstop Party Default**" means the failure by any Backstop Party to deliver and pay the aggregate Purchase Price for such Backstop Party's Backstop Commitment Percentage of any Unsubscribed Shares by the Funding Deadline in accordance with Section 2.04(b).

"**BCA Approval Obligations**" means the obligations of the Company under Articles 3, 6 and 8 hereof and the Backstop Parties' right to terminate this Agreement pursuant to, and in accordance with, Article 9.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day, other than a Saturday, Sunday or legal holiday, as defined in Bankruptcy Rule 9006(a).

"**Change of Recommendation**" means (i) the Company or the Board or any committee thereof shall have withdrawn, qualified or modified, in a manner inconsistent with the obligations of the Company under this Agreement, its approval or recommendation of this Agreement, the Rights Offering, the Backstop Commitment or the Plan or the transactions contemplated hereby or thereby or (ii) the Company or the Board or any committee thereof shall have approved or recommended, or resolved to approve or recommend (including by filing any pleading or document with the Bankruptcy Court seeking Bankruptcy Court approval of) any Alternate Transaction or Alternate Transaction Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated and the rulings issued thereunder.

"**Collective Bargaining Agreements**" means any and all written agreements, memoranda of understanding, contracts, letters, side letters and contractual obligations of any kind, nature and description, that have been entered into between, or that involve or apply to, any employer and any Employee Representative.

"**Company Balance Sheet**" means the consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2015.

"**Company Disclosure Schedule**" means the disclosure schedules delivered by the Company to the Backstop Parties on the date of this Agreement.

"**Company Plans**" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA and all other compensation and benefits plans, policies, programs, arrangements or payroll practices, and each other stock purchase, stock option, restricted stock, severance, retention, employment, consulting, change-of-control, collective bargaining, bonus, incentive, deferred compensation, employee loan, retirement, fringe benefit and other benefit plan, agreement, program, policy, commitment or other arrangement, whether or not subject to ERISA (including any related funding mechanism now in effect or required in the future), whether formal or informal, oral or written, in each case, that is sponsored, maintained, contributed or required to be contributed to by the Company or any of its Subsidiaries, or under which the Company or any of its Subsidiaries has any current or potential liability.

"**Company SEC Documents**" means all of the reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) filed with the SEC by the Company on or after the Petition Date.

"**Contract**" means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral, but excluding any Company Plan.

"**Cover Transaction**" means a circumstance in which the Company funds all or a portion of the Deficiency Amount through available cash and/or the Company arranges for the sale of any remaining Available Shares to any other Person.

"**Certificate of Incorporation**" means the certificate of incorporation of Reorganized C&J, to be filed with Secretary of State of the State of Delaware on or about the Effective Date.

"**Defaulting Backstop Party**" means, at any time, any Backstop Party that caused a Backstop Party Default that is continuing at such time.

"**Deficiency Amount**" means the difference between the Rights Offering Amount *minus* (i) the aggregate amount on deposit in the Rights Offering Escrow Account received from the exercise of Subscription Rights and (ii) the aggregate amount on deposit in the Backstop Escrow Account, calculated as of the first Business Day following the expiration of the Backstop Party Replacement Period (after giving effect to a Backstop Party Replacement).

"**DIP Facility**" has the meaning assigned thereto in the Plan.

"**DIP Facility Agent**" has the meaning assigned thereto in the Plan.

"**DIP Facility Event of Default**" means an "Event of Default" under, and as defined in, the DIP Facility Loan Agreement.

"**DIP Facility Lenders**" has the meaning assigned thereto in the Plan.

"**DIP Facility Loan Agreement**" has the meaning assigned thereto in the Plan.

"**Disclosure Statement**" means the Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of CJ Holding Co., *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 684), as may be amended altered, amended, modified, or supplemented from time to time.

"**Disclosure Statement Order**" means the Order (I) Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors' Proposed Second Amended Joint Plan of Reorganization, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Approving the Rights Offering Procedures and Related Materials, (V) Scheduling Certain Dates with Respect Thereto, and (VI) Granting Related Relief (Docket No. 720).

"**Effective Date**" has the meaning assigned thereto in the Plan.

"**Eligible Claim**" means an Allowed Lender Claim.

"**Emergence Credit Facilities**" means the DIP Facility and, if entered into, the Exit Facility.

"**Emergence Credit Facilities Agreements**" means the DIP Facility Loan Agreement, and, if entered into, the Exit Facility Loan Agreement.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"**Event**" means any event, development, occurrence, circumstance or change.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

"**Exit Facility**" has the meaning assigned thereto in the Plan.

"**Exit Facility Agent**" has the meaning assigned thereto in the Plan.

"**Exit Facility Lenders**" has the meaning assigned thereto in the Plan.

"**Exit Facility Loan Agreement**" has the meaning assigned thereto in the Plan.

"**Governmental Entity**" means any U.S. or non-U.S. federal, state, municipal, local, judicial, administrative, legislative or regulatory agency, department, commission, court, or tribunal of competent jurisdiction (including any branch, department or official thereof).

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Intellectual Property**" means all U.S. or foreign intellectual or industrial property or proprietary rights, including any: (i) trademarks, service marks, trade dress, domain names, social media identifiers, corporate and trade names, logos and all other indicia of source or origin, together with all associated goodwill, (ii) patents, inventions, invention disclosures, technology, know-how, processes and methods, (iii) copyrights and copyrighted works, (including software, applications, source and object code, databases and compilations, online, advertising and promotional materials, mobile and social media content and documentation), (iv) trade secrets and confidential or proprietary information or content, and (v) all registrations, applications, renewals, re-issues, continuations, continuations-in-part, divisions, extensions, re-examinations and foreign counterparts of any of the foregoing.

"**Interest**" has the meaning assigned thereto in the Plan.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge of the Company**" means the actual knowledge, after a reasonable inquiry of their direct reports, of the chief executive officer, chief restructuring officer, chief financial officer or general counsel of the Company.

"**Law**" means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

"**Lender Claim**" has the meaning assigned thereto in the Plan.

"**Lien**" means any lease, lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, conditional sale or other title retention agreement, defect in title or other restrictions of a similar kind.

"**Management Incentive Plan**" has the meaning assigned thereto in the Plan.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, liabilities, finances, properties, results of operations, condition (financial or otherwise) or the prospects of the Company and its Subsidiaries, in each case taken as a whole, excluding any effect resulting from those events typically resulting from the filing of, or emergence from, Chapter 11 cases or the announcement thereof; or (ii) the ability of the Company or any of its Subsidiaries to fully and timely perform its obligations under, or to consummate the transactions contemplated by, this Agreement, the Plan, the Registration Rights Agreement and any other agreement contemplated hereby or thereby.

"**Material Entity**" means the Company and any Subsidiary of the Company that is a "significant subsidiary" as defined in Rule 1-02(w) of Regulation S-X.

"**Material Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) relating to the Company or any of its Subsidiaries directly or indirectly resulting from or arising under Environmental Laws, Environmental Permits or Materials of Environmental Concern that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

"**Materials of Environmental Concern**" means any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactive substances, and any other substances of any kind, that are regulated pursuant to or could give rise to liability under any Environmental Law.

"**New Common Stock**" has the meaning assigned thereto in the Plan.

"**New Organizational Documents**" has the meaning assigned thereto in the Plan and include, without limitation, the Certificate of Incorporation, Reorganized C&J's bylaws, a stockholders' agreement to be entered into by and among Reorganized C&J and certain stockholders of the Company and a rights agreement to be entered into by Reorganized C&J, in each case, in form and substance acceptable to the Required Backstop Parties.

"**New Warrants**" has the meaning assigned thereto in the Plan.

"**Order**" means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity or arbitrator.

"**Owned Real Property**" means all real property and interests in real property owned, in whole or in part, directly or indirectly by the Company and its Subsidiaries, together with all buildings, fixtures and improvements now or subsequently located thereon, and all appurtenances thereto.

"**Per Share Price**" means $13.58.

"**Permitted Liens**" means (i) Liens for Taxes, assessments, and other governmental levies, fees or charges that (A) are not due and payable or (B) are being

contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto; (ii) mechanics liens and similar liens for labor, materials or supplies provided with respect to any Owned Real Property or personal property incurred in the ordinary course of business consistent with past practice and as otherwise not prohibited under this Agreement, for amounts that (A) do not materially detract from the value of, or materially impair the use of, any of the Owned Real Property or personal property of the Company or any of its Subsidiaries or (B) are being contested in good faith by appropriate proceedings; (iii) zoning, building codes and other land use Laws regulating the use or occupancy of any Owned Real Property or the activities conducted thereon that are imposed by any Governmental Entity having jurisdiction over such real property; *provided* that no such zoning, building codes and other land use Laws prohibit the use or occupancy of such Owned Real Property; (iv) easements, covenants, conditions, restrictions and other similar matters affecting title to any Owned Real Property and other title defects that do not or would not materially impair the use or occupancy of such real property or the operation of the Company's or any of its Subsidiaries' business; (v) all licenses, agreements, settlements, consents, covenants not to assert and other contracts that were entered into in the ordinary course of business consistent with past practice; (vi) after the occurrence of the Effective Date, Liens granted in connection with the Emergence Credit Facilities; and (vii) Liens that, pursuant to the Confirmation Order, will not survive beyond the Effective Date.

"**Person**" means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, associate, trust, Governmental Entity or other entity or organization.

"**Plan**" means the Second Amended Joint Plan of Reorganization of CJ Holding Co., *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 682), as may be amended altered, amended, modified, or supplemented from time to time.

"**Plan Supplement**" has the meaning assigned thereto in the Plan.

"**Post-Effective Date Business**" means the businesses, assets and properties of the Company and its Subsidiaries, taken as a whole, as of the Effective Date after giving effect to the transactions contemplated by the Plan, as described in the Disclosure Statement.

"**Prepetition Credit Agreement**" means the Credit Agreement, dated as of March 24, 2015, by and among C&J Energy, CJ Holding Co., CJ Lux Holdings S.à r.l., the other guarantors from time to time party thereto, the Prepetition Credit Agreement Agent, and the lenders from time to time party thereto (as amended by that certain First Amendment to Credit Agreement dated as of the same date, the Waiver and Second Amendment to Credit Agreement, dated as of September 29, 2015 and the Third Amendment (Refinancing Amendment) to Credit Agreement dated as of September 29, 2015, and as further modified pursuant to that certain Temporary Limited Waiver Agreement, dated as of May 10, 2016, the Forbearance Agreement, dated as of May 31, 2016, and the Second Forbearance Agreement, dated as of June 30, 2016).

"**Prepetition Credit Agreement Agent**" means Cortland Capital Market Services LLC, in its capacity as successor administrative agent pursuant to the Prepetition Credit Agreement Documents, its successors, assigns, or any replacement agent appointed pursuant to the terms of the Prepetition Credit Agreement and, as applicable, its predecessor administrative agent, Bank of America, N.A.

"**Prepetition Credit Agreement Documents**" means, collectively, the Prepetition Credit Agreement, each other Loan Document (as defined in the Prepetition Credit Agreement), and all other agreements, documents, and instruments delivered or entered into in connection therewith (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents).

"**Purchase Price**" means an amount equal to the product of the Unsubscribed Shares to be purchased by the applicable Backstop Parties and the Per Share Price.

"**Real Property Leases**" means those leases, subleases, licenses, concessions and other agreements, as amended, modified or restated, pursuant to which the Company or one of its Subsidiaries holds a leasehold or subleasehold estate in, or is granted the right to use or occupy, any land, buildings, structures, improvements, fixtures or other interest in real property used in the Company's or its Subsidiaries' business.

"**Related Fund**" means with respect to any Person, an Affiliate or any fund, account or investment vehicle that is controlled, managed, advised or sub-advised by such Person, an Affiliate or the same investment manager, advisor or sub-advisor as such Person or an Affiliate of such investment manager, advisor or sub-advisor.

"**Related Party**" means, with respect to any Person, (i) any former, current or future director, officer, agent, Affiliate, employee, general or limited partner, member, manager or stockholder of such Person and (ii) any former, current or future director, officer, agent, Affiliate, employee, general or limited partner, member, manager or stockholder of any of the foregoing.

"**Reorganized C&J Energy**" has the meaning assigned thereto in the Plan.

"**Representatives**" means, with respect to any Person, such Person's directors, officers, employees, investment bankers, attorneys, accountants, advisors and other representatives.

"**Required Backstop Parties**" means the Backstop Parties (other than any Defaulting Backstop Parties) holding at least sixty-six and two-thirds percent (66 2/3%) of the aggregate Backstop Commitment Percentages held by all of the Backstop Parties (excluding any Defaulting Backstop Parties); *provided* that for purposes of this definition, each such Backstop Party shall be deemed to hold the Backstop Commitment Percentages held by such Backstop Party's Related Funds; *provided further* that to the extent the satisfaction or consent of the Required Backstop Parties is required in respect of any provision or document referred to herein or in the Plan, any such provision or document shall not (i) disproportionately and adversely affect any Backstop Party in its capacity as such or (ii) adversely affect the rights of any Backstop Party with respect to the

allowance or treatment of its Beneficially Controlled Votable Claims or its rights under the Rights Offering Procedures, in each case without the prior written consent of such Backstop Party.

"**Required Supporting Creditors**" has the meaning assigned thereto in the Plan.

"**Restructuring Transactions**" has the meaning assigned thereto in the Plan.

"**Rights Offering**" means the rights offering that is backstopped by the Backstop Parties substantially on the terms reflected in the RSA and this Agreement, and in accordance with the Rights Offering Procedures.

"**Rights Offering Amount**" means an amount equal to $200,000,000.

"**Rights Offering Escrow Account**" means the escrow account established under the Rights Offering Procedures to which Rights Offering Participants are required to fund the subscription price for their Rights Offering Shares.

"**Rights Offering Expiration Time**" means the time and the date on which the rights offering subscription form must be duly delivered to the Rights Offering Subscription Agent in accordance with the Rights Offering Procedures, together with the applicable Purchase Price.

"**Rights Offering Participants**" means those Persons who duly subscribe for Rights Offering Shares in accordance with the Rights Offering Procedures.

"**Rights Offering Procedures**" means procedures with respect to the Rights Offering that were approved by the Bankruptcy Court pursuant to the Disclosure Statement Order.

"**Rights Offering Shares**" means the shares of New Common Stock to be offered in the Rights Offering pursuant to the terms of the Rights Offering Procedures.

"**Rights Offering Subscription Agent**" means Donlin Recano & Company, Inc.

"**Sarbanes-Oxley Act**" means the Sarbanes-Oxley Act of 2002, as amended.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

"**Subscription Rights**" means the subscription rights distributed pursuant to the Rights Offering and in accordance with the Rights Offering Procedures.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (i) owns, directly or indirectly, more than fifty

percent (50%) of the stock or other equity interests, (ii) has the power to elect a majority of the board of directors or similar governing body or (iii) has the power to direct the business and policies.

"**Superior Transaction**" means an Alternate Transaction, which the Board, after consultation with its outside legal counsel and its independent financial advisor and taking into account all the terms and conditions of the Alternate Transaction, including any break-up fees, expense reimbursement provisions and conditions to consummation, determines in good faith would reasonably be expected to (i) be more favorable to the bankruptcy estate of the Debtors and (ii) to provide a superior recovery to each class of creditors, including the Backstop Parties, and equityholders (taking into account any proposal to amend the terms of this Agreement and the Plan pursuant to Section 6.06(d)), and which the Board determines is reasonably like to be consummated without undue delay relative to the transactions contemplated by this Agreement and the Plan and for which financing is then fully committed or reasonably determined to be available by the Board.

"**Takeover Statute**" means any restrictions contained in any "fair price," "moratorium," "control share acquisition," "business combination" or other similar anti-takeover statute or regulation.

"**Tax Proceeding**" means any audit, assessment of Taxes, pre-filing agreement, other examination by any Governmental Entity, proceeding, appeal of a proceeding or litigation relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"**Taxes**" means all taxes, assessments, duties, levies or other mandatory governmental charges paid to a Governmental Entity, including all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, assessments, duties, levies or other mandatory governmental charges of any kind whatsoever paid to a Governmental Entity (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest thereon and shall include any liability for such amounts as a result of being a member of a combined, consolidated, unitary or affiliated group.

"**Transfer**" means sell, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of.

"**Trigger Amount**" means, with respect to any Transferring Backstop Party, an amount equal to 75% of the aggregate principal amount of Eligible Claims held by such Transferring Backstop Party on the date hereof.

"**Unsubscribed Shares**" means the Rights Offering Shares that have not been duly purchased by Rights Offering Participants in accordance with the Rights Offering Procedures and the Plan.

"**Votable Claims**" means all Allowed Lender Claims and Interests in Debtors.

Section 1.02. *Additional Defined Terms*. In addition to the terms defined in Section 1.01, additional defined terms used herein shall have the respective meanings assigned thereto in the Sections indicated in the table below.

Defined Term	Section
Additional Funding Notice	Section 2.04(a)
Agreement	Preamble
Alternate Transaction Agreement	Section 9.01(d)(iii)
Alternate Transaction Proposal	Section 6.06(b)
Applicable Consent	Section 4.07
Backstop Commitment	Section 2.02
Backstop Escrow Account	Section 2.04(a)
Backstop Party	Preamble
Backstop Party Replacement	Section 2.03(a)
Backstop Party Replacement Period	Section 2.03(a)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bar Dates	Section 7.01(b)(i)
BCA Consummation Approval Order	Recitals
Beneficially Controlled Votable Claims	Section 5.10(a)
Chapter 11 Proceedings	Recitals
Closing	Section 2.05(a)
Closing Date	Section 2.05(a)
Company	Preamble
Confirmation Order	Recitals
Cover Transaction Period	Section 2.03(c)
Debtor	Recitals
Employee Representatives	Section 4.15(a)
Environmental Laws	Section 4.20(a)
Environmental Permits	Section 4.20(b)
Expense Reimbursement	Section 3.03
Filing Party	Section 6.04(b)
Financial Reports	Section 6.05(a)
Financial Statements	Section 4.09
Foreign Benefit Plans	Section 4.22(h)
Funding Amount	Section 2.04(a)
Funding Deadline	Section 2.04(a)
Funding Notice	Section 2.04(a)
GAAP	Section 4.09
Indemnified Claim	Section 8.02
Indemnified Person	Section 8.01
Indemnifying Party	Section 8.01
Infringe	Section 4.16
Joinder Agreement	Section 2.06(b)
Joint Filing Party	Section 6.04(c)

Legal Proceedings	Section 4.14
Legend	Section 6.16
Losses	Section 8.01
Material Contract	Section 4.25(a)
Money Laundering Laws	Section 4.27
Multiemployer Plan	Section 4.22(b)
Non-Competition Agreement	Section 4.25(b)
Non-Transferring Backstop Party	Section 6.09(a)
Non-Waiving Backstop Parties	Section 7.02
Outside Date	Section 9.01(e)
Party	Preamble
Permitted Backstop Commitment Transferee	Section 2.06(b)
Petition Date	Recitals
Put Option	Section 2.02
Put Option Premium	Section 3.01
Registration Rights Agreement	Section 6.11
Replacing Backstop Parties	Section 2.03(a)
RSA	Recitals
Superior Proposal	Section 6.06(b)
Tax Returns	Section 4.21(a)
Transaction Agreements	Section 4.02(a)
Transfer Notice	Section 6.09(a)
Transferring Backstop Party	Section 6.09(a)
Unlegended Shares	Section 6.14
U.S. Benefit Plans	Section 4.22(a)(i)(a)
Waiving Backstop Parties	Section 7.02

Section 1.03. *Construction*. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) the descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement;

(c) references in this Agreement to "writing" or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (.pdf), facsimile transmission or comparable means of communication;

(d) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(e) the words "hereof," "herein," "hereto" and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(f) the term this "Agreement" shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(g) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words;

(h) references to "day" or "days" are to calendar days;

(i) references to "the date hereof" means as of the date of this Agreement;

(j) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder in effect on the date of this Agreement; and

(k) references to "dollars" or "$" are to United States of America dollars.

ARTICLE 2
BACKSTOP COMMITMENT

Section 2.01. *The Rights Offering*. On and subject to the terms and conditions hereof, including entry of the BCA Consummation Approval Order by the Bankruptcy Court, the Company shall conduct the Rights Offering pursuant to and in accordance with the Rights Offering Procedures, this Agreement, and the Plan. If reasonably requested by the Required Backstop Parties from time to time prior to the Rights Offering Expiration Time (and any extensions thereto), the Company shall notify, or cause the Rights Offering Subscription Agent to notify, the Backstop Parties of the aggregate number of Subscription Rights known by the Company or the Rights Offering Subscription Agent to have been exercised pursuant to the Rights Offering as of the most recent practicable time before such request.

Section 2.02. *The Backstop Commitment*. On and subject to the terms and conditions hereof, including entry of the BCA Consummation Approval Order, each Backstop Party hereby (a) agrees, severally and not jointly, to fully exercise all Subscription Rights that are issued to it pursuant to the Rights Offering and duly purchase all Rights Offering Shares issuable to it pursuant to such exercise, in accordance with the Rights Offering Procedures and the Plan and (b) grants to the Company an option (collectively, the "**Put Option**") to require such Backstop Party to purchase Unsubscribed Shares on the Closing Date subject to the terms and conditions of this Agreement. Upon the exercise of the Put Option, each Backstop Party agrees, severally and not jointly, to purchase, and the Company agrees to sell to such Backstop Party, on the Closing Date, the number of Unsubscribed Shares equal to such Backstop Party's

Backstop Commitment Percentage of the aggregate amount of Unsubscribed Shares, rounded among the Backstop Parties solely to avoid fractional shares as the Backstop Parties may determine in their sole discretion. The obligations of the Backstop Parties described in this Section 2.02 shall be referred to as the "**Backstop Commitment**." The Company may exercise the Put Option by delivery to each Backstop Party of a written put election notice, *provided* that the Put Option shall be deemed to have been exercised by the Company, without the need for delivery of written notice or the taking of any other further action by the Company or any other Person, if the conditions set forth in Section 7.01(e), Section 7.01(f) and Section 7.01(g) shall have been satisfied or waived in accordance with this Agreement and the Company has not provided the Backstop Parties with written notice that it will not exercise the Put Option.

Section 2.03. *Backstop Party Default.* (a) Upon the occurrence of a Backstop Party Default, the Backstop Parties (other than any Defaulting Backstop Party) shall have the right, but shall not be obligated to, within five (5) Business Days after receipt of written notice from the Company to all Backstop Parties of such Backstop Party Default (which notice shall be given promptly following the occurrence of such Backstop Party Default) (such five (5) Business Day period, the "**Backstop Party Replacement Period**") to make arrangements for one or more of the Backstop Parties (other than the Defaulting Backstop Party) to purchase all or any portion of the Available Shares (such purchase, a "**Backstop Party Replacement**") on the terms and subject to the conditions set forth in this Agreement and in such amounts based upon the applicable Backstop Commitment Percentage of any such Backstop Parties or as may otherwise be agreed upon by all of the Backstop Parties electing to purchase all or any portion of the Available Shares (such Backstop Parties, the "**Replacing Backstop Parties**"). Any such Available Shares purchased by a Replacing Backstop Party shall be included in the determination of (x) the Unsubscribed Shares of such Replacing Backstop Party for all purposes hereunder and (y) the Backstop Commitment Percentage of such Backstop Party for purposes of Section 3.01. If a Backstop Party Default occurs, the Outside Date shall be delayed only to the extent necessary to allow for (A) the Backstop Party Replacement to be completed within the Backstop Party Replacement Period or (B) the consummation of a Cover Transaction within the Cover Transaction Period. Notwithstanding anything to the contrary contained herein, if the Backstop Party Replacement has not been consummated upon expiration of the Backstop Party Replacement Period and a Cover Transaction has not been consummated prior to the expiration of the Cover Transaction Period, this Agreement may be terminated by either the Company by written notice to each Backstop Party or by the Required Backstop Parties by written notice to the Company. If a Backstop Party is or becomes a Defaulting Backstop Party, it shall not be entitled to any of the Put Option Premium hereunder.

(b) Nothing in this Agreement shall be deemed to require a Backstop Party to purchase more than its Backstop Commitment Percentage of the Unsubscribed Shares.

(c) Notwithstanding the foregoing, if the non-Defaulting Backstop Parties do not elect to subscribe for all of the Available Shares pursuant to Section 2.03(a) prior to the expiration of the Backstop Party Replacement Period, the Company shall have an additional ten (10) Business Days following the expiration of the Backstop Party

Replacement Period (such period, the "**Cover Transaction Period**") to consummate a Cover Transaction.

(d) For the avoidance of doubt, notwithstanding anything to the contrary set forth in Section 9.02 but subject to Section 10.10, no provision of this Agreement shall relieve any Defaulting Backstop Party from liability hereunder in connection with such Defaulting Backstop Party's Backstop Party Default. Such Defaulting Backstop Party will be liable to the non-defaulting Parties for money damages and/or specific performance as set forth in Section 10.09.

Section 2.04. *Backstop Escrow Account Funding.* (a) *Funding Notice*. No later than the fifth (5th) Business Day following the Rights Offering Expiration Time, the Rights Offering Subscription Agent shall deliver to each Backstop Party a written notice (the "**Funding Notice**") of (i) the number of Rights Offering Shares elected to be purchased by the Rights Offering Participants and the aggregate Purchase Price therefor; (ii) the aggregate number of Unsubscribed Shares, if any, and the aggregate Purchase Price therefor; (iii) the aggregate number of Unsubscribed Shares (based upon such Backstop Party's Backstop Commitment Percentage) to be issued and sold by the Company to such Backstop Party and the aggregate Purchase Price therefor (the "**Funding Amount**"); (iv) wire instructions for a segregated escrow account to which such Backstop Party shall deliver the Funding Amount (the "**Backstop Escrow Account**"); and (v) an estimate of the deadline for delivery of the Funding Amount, which deadline shall be no earlier than five (5) Business Days before the expected Effective Date (the "**Funding Deadline**"). The Company shall cause an additional notice of the Funding Deadline ("**Additional Funding Notice**") to be provided after the Confirmation Order has been entered by the Bankruptcy Court; *provided* that the Funding Deadline shall be a minimum of five (5) Business Days after the date of such Additional Funding Notice. The Rights Offering Subscription Agent shall promptly provide any written backup, information and documentation relating to the information contained in the Funding Notice or Additional Funding Notice as any Backstop Party may reasonably request.

(b) *Backstop Escrow Account Funding*. No later than the Funding Deadline, each Backstop Party shall deliver and pay its Funding Amount by wire transfer in immediately available funds in U.S. dollars into the Backstop Escrow Account in satisfaction of such Backstop Party's Backstop Commitment. The Backstop Escrow Account shall be established with an escrow agent acceptable to the Backstop Parties and the Company pursuant to an escrow agreement in form and substance acceptable to the Required Backstop Parties and the Company. The funds held in the Backstop Escrow Account shall be released, and each Backstop Party shall receive from the Backstop Escrow Account the cash amount actually funded to the Backstop Escrow Account by such Backstop Party, without any interest accrued thereon, promptly following (i) the termination of this Agreement in accordance with its terms and (ii) the Outside Date if, by such date, the Closing Date has not occurred.

Section 2.05. *Closing.* (a) Subject to Article 7, unless otherwise mutually agreed in writing between the Company and the Required Backstop Parties, the closing of the

Backstop Commitments (the "**Closing**") shall take place at the offices of Kirkland & Ellis LLP, 600 Travis Street, Suite 3300, Houston, Texas 77002 on the date on which all of the conditions set forth in Article 7 shall have been satisfied or waived in accordance with this Agreement (other than conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The date on which the Closing actually occurs shall be referred to herein as the "**Closing Date**."

(b) At the Closing, the funds held in the Backstop Escrow Account shall be released and utilized as set forth and in accordance with Section 6.15 and the Plan.

(c) At the Closing, issuance of the Unsubscribed Shares will be made by the Company to the account of each Backstop Party (or to such other accounts as any Backstop Party may designate in accordance with this Agreement) against payment of the aggregate Purchase Price for the Unsubscribed Shares of such Backstop Party. The entry of any Unsubscribed Shares to be delivered pursuant to this Section 2.05(c) into the account of a Backstop Party pursuant to the Company's book entry procedures and delivery to such Backstop Party of an account statement reflecting the book entry of such Unsubscribed Shares shall be deemed delivery of such Unsubscribed Shares for purposes of this Agreement. Notwithstanding anything to the contrary in this Agreement, all Unsubscribed Shares will be delivered with all issue, stamp, transfer, sales and use, or similar Taxes or duties that are due and payable (if any) in connection with such delivery duly paid by the Company.

Section 2.06. *Designation and Assignment Rights*. (a) Each Backstop Party shall have the right to designate by written notice to the Company no later than two (2) Business Days prior to the Closing Date that some or all of its Unsubscribed Shares be issued in the name of, and delivered to, one or more of its Related Funds upon receipt by the Company of payment therefor in accordance with the terms hereof, which notice of designation shall (i) be addressed to the Company and signed by such Backstop Party and each Related Fund, (ii) specify the number of Unsubscribed Shares to be delivered to or issued in the name of such Related Fund and (iii) contain a confirmation by such Related Fund of the accuracy of the representations set forth in Sections 5.06 through 5.09 as applied to such Related Fund; *provided* that no such designation pursuant to this Section 2.06(a) shall relieve such Backstop Party from its obligations under this Agreement.

(b) Each Backstop Party shall have the right to sell, transfer and assign all or any portion of its Backstop Commitment to a Related Fund; *provided* that: (i) such Backstop Party and Related Fund agree in a writing addressed to the Company that such Related Fund shall purchase such portion of such Backstop Party's Backstop Commitment; (ii) each Backstop Party confirms in writing its good faith belief that all of the representations and warranties in Article 5 are accurate with respect to such Related Fund; and (iii) such Related Fund executes a joinder agreement substantially in the form attached hereto as Exhibit A (the "**Joinder Agreement**") and delivers an executed copy thereof to the Company (a Related Fund party to a Joinder Agreement shall be referred to as a "**Permitted Backstop Commitment Transferee**").

(c) Each Backstop Party, severally and not jointly, agrees that it will not, directly or indirectly, assign or otherwise transfer, at any time prior to the Closing Date or earlier termination of this Agreement in accordance with its terms, any of its rights and obligations under this Agreement to any Person other than in accordance with Sections 2.03, 2.06(a), 2.06(b), 6.08, 6.09, 7.02, 10.07 or any other provision of this Agreement which expressly permits such assignment or transfer. After the Closing Date, nothing in this Agreement shall limit or restrict in any way any Backstop Party's ability to Transfer any of its shares of New Common Stock or any interest therein; *provided* that any such Transfer shall be made pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and pursuant to applicable securities Laws.

ARTICLE 3
PUT OPTION PREMIUM AND EXPENSE REIMBURSEMENT

Section 3.01. *Fees Payable by the Company*. Subject to Section 3.02, as consideration for the Put Option, the Backstop Commitment and the other agreements of the Backstop Parties in this Agreement, the Debtors shall pay or cause to be paid a nonrefundable aggregate fee in an amount equal to 5.0% of the Rights Offering Amount, calculated in accordance with Section 3.02 to the Backstop Parties (including any Replacing Backstop Party, but excluding any Defaulting Backstop Party) or their designees based upon their respective Backstop Commitment Percentages at the time the payment is made (the "**Put Option Premium**").

The provisions for the payment of the Put Option Premium and Expense Reimbursement are an integral part of the transactions contemplated by this Agreement and without these provisions the Backstop Parties would not have entered into this Agreement, and the Put Option Premium and Expense Reimbursement shall constitute allowed administrative expenses of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code. The Put Option Premium shall be payable in shares of New Common Stock, issued at the Per Share Price; *provided* that if, and only if, the Closing does not occur or the Restructuring Transactions are not consummated, the Put Option Premium shall be payable in cash.

Section 3.02. *Payment of Fees*. The Put Option Premium shall be fully earned upon entry of the BCA Consummation Approval Order and shall be paid by the Debtors on the Closing Date, or, if the Restructuring Transactions are not consummated pursuant to Section 9.02(b). For the avoidance of doubt, to the extent payable in accordance with the terms of this Agreement, the Put Option Premium will be payable regardless of the amount of Unsubscribed Shares (if any) actually purchased. Payment of the Put Option Premium shall be made as and when due and payable by issuance of shares of New Common Stock in book-entry form to the Person(s) specified by each Backstop Party to the Company in writing. Cash payments of the Put Option Premium, if applicable, shall be made as and when due and payable by wire transfer of immediately available funds in U.S. dollars to the accounts specified by each Backstop Party to the Company in writing. Except as provided for in Section 2.03, the Put Option Premium will be nonrefundable and non-avoidable when paid.

Section 3.03. *Expense Reimbursement*. Until the earlier to occur of (x) the Closing and (y) the termination of this Agreement, the Debtors agree to pay the documented reasonable fees and expenses of Davis Polk & Wardwell LLP, Moelis & Company LLC, FTI Consulting, Inc., Diamond McCarthy LLP, Borden Ladner Gervais LLP, Cox Hallett Wilkinson Limited, Egon Zehnder and one counsel for each jurisdiction (other than the jurisdictions served by the foregoing professionals in connection with the Debtors' Chapter 11 cases) that is reasonably necessary to consummate the transactions contemplated by this Agreement, in each case that have been and are incurred by the Backstop Parties in connection with the negotiation, preparation and implementation of the Backstop Commitment and the Rights Offering, including the Backstop Parties' negotiation, preparation and implementation of this Agreement (including the Backstop Commitment and the other transactions contemplated hereby), the Plan, the Debtors' Chapter 11 cases, the Registration Rights Agreement and the other agreements contemplated hereby and thereby, and in each case subject to any limitations that may be separately agreed in writing between the Company and the applicable Backstop Party (the "**Expense Reimbursement**"). The Expense Reimbursement accrued through the date on which the BCA Consummation Approval Order is entered shall be paid within ten (10) Business Days thereof. The Debtors shall pay such invoices within ten (10) calendar days of receipt thereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Disclosure Statement, Company Disclosure Schedule or any Company SEC Document but subject in each case to Section 4.33, the Debtors, jointly and severally, hereby represent and warrant to the Backstop Parties as set forth below:

Section 4.01. *Organization and Qualification*. Each Material Entity is a legal entity duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of its respective jurisdiction of incorporation or organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently conducted. Each Material Entity is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) under the Laws of each other jurisdiction in which it owns, leases or operates properties or conducts any business, in each case except to the extent that the failure to be so qualified or licensed or be in good standing would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.02. *Corporate Power and Authority*. (a) The Company has the requisite corporate power and authority (i) (A) subject to the entry of the BCA Consummation Approval Order, to enter into, execute and deliver this Agreement and to perform the BCA Approval Obligations and (B) subject to the entry of the BCA Consummation Approval Order and the Confirmation Order, to perform each of its other obligations hereunder and (ii) subject to the entry of the Confirmation Order, to enter into, execute and deliver the Registration Rights Agreement and all other agreements to which it will be a party as contemplated by this Agreement and the Plan (this Agreement, the

Registration Rights Agreement and such other agreements, collectively, the "**Transaction Agreements**") and to perform its obligations under each of the Transaction Agreements (other than this Agreement). Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite corporate action on behalf of the Company, and no other corporate proceedings on the part of the Company are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(b) Subject to the entry of the BCA Consummation Approval Order and the Confirmation Order, each of the other Debtors has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver each Transaction Agreement to which such other Debtor is a party and to perform its obligations thereunder. Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite corporate action on behalf of each other Debtor party thereto, and no other corporate proceedings on the part of any other Debtor party thereto are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(c) Subject to the entry of the BCA Consummation Approval Order and the Confirmation Order, each of the Company and the other Debtors has the requisite corporate power and authority to perform its obligations under the Plan, and has taken all necessary corporate actions required for the due consummation of the Plan in accordance with its terms.

Section 4.03. *Execution and Delivery; Enforceability*. Subject to the entry of the BCA Consummation Approval Order and the Confirmation Order, each other Transaction Agreement will be, duly executed and delivered by the Company and each of the other Debtors party thereto. Upon entry of the BCA Consummation Approval Order, and assuming this Agreement has been duly authorized, executed and delivered by the Backstop Parties and the other parties thereto, the BCA Approval Obligations will constitute the valid and legally binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity. Upon entry of the BCA Consummation Approval Order and assuming this Agreement has been duly authorized, executed and delivered by the Backstop Parties and the other parties thereto, each of the other obligations hereunder will constitute the valid and binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors, in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and

similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity.

Section 4.04. *Authorized and Issued Capital Stock*. (a) On the Closing Date, (i) the issued and outstanding capital stock of the Company will consist of 54,730,252 shares of New Common Stock, plus any shares of New Common Stock issued pursuant to the Put Option Premium, (ii) no shares of New Common Stock will be held by the Company in its treasury and (iii) other than the New Warrants, no warrants to purchase shares of New Common Stock will be issued and outstanding.

(b) As of the Closing Date, all issued and outstanding shares of New Common Stock will have been duly authorized and validly issued and will be fully paid and non-assessable, and will not be subject to any preemptive rights (except as set forth in the Registration Rights Agreement).

(c) Except as set forth in this Section 4.04, as of the Closing Date, no shares of capital stock or other equity securities or voting interest in the Company will have been issued, reserved for issuance or outstanding.

(d) Except as described in this Section 4.04 and except as set forth in the Registration Rights Agreement, the New Warrants, the New Organizational Documents, the Emergence Credit Facilities or any employment agreement entered into in accordance with the Plan, as of the Closing Date, neither the Company nor any Material Entity will be party to or otherwise bound by or subject to any outstanding option, warrant, call, right, security, commitment, contract, arrangement or undertaking (including any preemptive right) that (i) obligates the Company or any Material Entity to issue, deliver, sell or transfer, or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred, or repurchased, redeemed or otherwise acquired, any shares of the capital stock of, or other equity or voting interests in, the Company or any of its Subsidiaries or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity or voting interest in, the Company or any of its Subsidiaries, (ii) obligates the Company or any Material Entity to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (iii) restricts the transfer of any shares of capital stock of the Company or any Material Entity or (iv) relates to the voting of any shares of capital stock of the Company.

Section 4.05. *Issuance*. The shares of New Common Stock to be issued pursuant to the Plan, including the shares of New Common Stock to be issued in connection with the consummation of the Rights Offering and pursuant to the terms hereof, will, when issued and delivered on the Closing Date, be duly and validly authorized, issued and delivered and shall be fully paid and non-assessable, and free and clear of all Taxes, Liens (other than transfer restrictions imposed hereunder or by applicable Law), preemptive rights, subscription and similar rights, other than any rights set forth in the New Organizational Documents, the New Warrants and the Registration Rights Agreement.

Section 4.06. *No Conflict*. Assuming the consents described in clauses (i) through (vi) of Section 4.07 are obtained, the execution and delivery by the Company and, if applicable, its Subsidiaries of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, if applicable, its Subsidiaries with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (i) will not conflict with, or result in a breach, modification or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent specified in the Plan, in the acceleration of, or the creation of any Lien under, or cause any payment or consent to be required under, the Emergence Credit Facilities Agreements and related documents or any Contract to which the Company or any of its Subsidiaries will be bound as of the Closing Date after giving effect to the Plan or to which any of the property or assets of the Company or any of its Subsidiaries will be subject as of the Closing Date after giving effect to the Plan, (ii) will not result in any violation of the provisions of the New Organizational Documents or any of the organization documents of any Material Entity (other than the Company) and (iii) will not result in any material violation of any Law or Order applicable to the Company or any of its Subsidiaries or any of their properties, except, in the cases described in clauses (i) and (iii), for such conflicts, breaches, modifications, violations or Liens that would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.07. *Consents and Approvals*. No consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its Subsidiaries or any of their properties (each an "**Applicable Consent**") is required for the execution and delivery by the Company and, to the extent relevant, its Subsidiaries of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, to the extent relevant, its Subsidiaries with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (including compliance by each Backstop Party with its obligations hereunder and thereunder), except for (i) the entry of the BCA Consummation Approval Order authorizing the Company to execute and deliver this Agreement and perform each of its other obligations hereunder, (ii) the entry of the Confirmation Order, (iii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iv) the filing of the Certificate of Incorporation with the relevant state or national agency, and the filing of any other corporate documents with applicable state filing agencies applicable to the other Debtors, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or "blue sky" laws in connection with the purchase of the Unsubscribed Shares by the Backstop Parties and the issuance of the Subscription Rights and the Rights Offering Shares pursuant to the exercise of the Subscription Rights and (vi) any other Applicable Consent the failure of which to obtain would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.08. *Arm's Length*. The Company acknowledges and agrees that (a) each of the Backstop Parties is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any of its Subsidiaries and (b) no Backstop Party is advising the Company or any of its Subsidiaries as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

Section 4.09. *Financial Statements*. The consolidated financial statements of the Company included or incorporated by reference in Forms 10-Q and 10-K filed by the Company with the SEC since the Petition Date (collectively, the "**Financial Statements**"), comply or when submitted or filed will comply, as the case may be, in all material respects with the applicable requirements of the Securities Act and the Exchange Act and present fairly or when submitted and filed will present fairly in all material respects the financial position, results of operations and cash flows of the Company and its consolidated subsidiaries, taken as a whole, as of the dates indicated and for the periods specified therein. The Financial Statements have been prepared in conformity with U.S. generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods and at the dates covered thereby (except, in the case of unaudited interim financial statements, as permitted by Form 10-Q of the SEC).

Section 4.10. *Disclosure Statement and Company SEC Documents*.

(a) The Disclosure Statement as approved by the Bankruptcy Court conformed in all material respects with Section 1125 of the Bankruptcy Code.

(b) Since December 31, 2015, the Company has filed all required reports, schedules, forms and statements with the SEC. As of its respective filing date (and as of the date of any amendment), each of the Company SEC Documents complied, and each Company SEC Document filed subsequent to the date hereof will comply, as to form in all material respects with the requirements of the Securities Act or the Exchange Act applicable to such Company SEC Documents.

(c) As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), each Company SEC Document filed pursuant to the Exchange Act did not, and each Company SEC Document filed subsequent to the date hereof will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(d) Each Company SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) There are no outstanding loans or other extensions of credit made by the Company or any of its Subsidiaries to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Company. The Company has not, since the enactment of the Sarbanes-Oxley Act, taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(f) Each of the principal executive officer and principal financial officer of the Company (or each former principal executive officer and principal financial officer of the Company, as applicable) have made all certifications required by Rule 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the New York Stock Exchange, and the statements contained in any such certifications are complete and correct.

(g) There are no securitization transactions and off-balance sheet arrangements (as defined in Item 303 of Regulation S-K) that existed or were effected by the Company or its Subsidiaries since December 31, 2015.

(h) Since December 31, 2015, there has been no transaction, or series of similar transactions, agreements, arrangements or understandings, nor is there any proposed transaction as of the date of this Agreement, or series of similar transactions, agreements, arrangements or understandings to which the Company or any of its Subsidiaries was or is to be a party, that would be required to be disclosed under Item 404 of Regulation S-K.

(i) The Company has filed with the SEC all "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K) that are required to be filed as exhibits to the Company SEC Documents.

Section 4.11. *No Undisclosed Material Liabilities*. There are no liabilities or obligations of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, and there is no existing condition, situation or set of circumstances that would reasonably be expected to result in such a liability or obligation other than: (i) liabilities or obligations disclosed and provided for in the Company Balance Sheet or in the notes thereto; (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practices since December 31, 2015; and (iii) liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.12. *Absence of Certain Changes*. From December 31, 2015 to the date hereof, no Event has occurred or exists that has, had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.13. *No Violation; Compliance with Laws*. (i) The Company is not in violation of its charter or bylaws in any material respect and (ii) no other Material Entity is in violation of its respective charter or bylaws or similar organizational document in any material respect. Neither the Company nor any of its Subsidiaries is or has been at any time since December 31, 2015, in violation of any Law or Order, except for any such violation that has not and would not reasonably be expected to have, individually or in

the aggregate, a Material Adverse Effect. There is and since December 31, 2015 has been no failure on the part of the Company to comply in all material respects with the Sarbanes-Oxley Act, and the rules and regulations promulgated by the SEC thereunder.

Section 4.14. *Legal Proceedings*. Other than the Chapter 11 Proceedings, any adversary proceedings or contested motions commenced in connection therewith and except as set forth in Section 4.14 of the Company Disclosure Schedule, there are no notices, claims, complaints, requests for information or legal, governmental or regulatory investigations, audits, actions, suits, arbitrations or proceedings ("**Legal Proceedings**") pending or threatened to which the Company or any of its Subsidiaries is a party or to which any property of the Company or any of its Subsidiaries is the subject that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.15. *Labor Relations*. (a) Except as set forth in Section 4.15 of the Company Disclosure Schedule, there is no labor or employment-related Legal Proceeding pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, by or on behalf of any of their respective employees or such employees' labor organization, works council, workers' committee, union representatives or any other type of employees' representatives appointed for collective bargaining purposes (collectively "**Employee Representatives**"), or by any Governmental Entity, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) There are no Collective Bargaining Agreements applicable to persons employed by the Company or any of its Subsidiaries in effect as of the date of this Agreement as of the date of this Agreement. In addition, there are no jurisdictions in which the employees of the Company or any of its Subsidiaries are represented by a works council or similar entity and, to the Knowledge of the Company, no union organizing efforts or Employee Representatives' elections are underway or threatened with respect to any such employees. There is no strike, lockout, material labor dispute or, to the Knowledge of the Company, threat thereof, by or with respect to any employees of the Company or any of its Subsidiaries, and, to the Knowledge of the Company, there has not been any such action within the past two (2) years. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither the Company nor any of its Subsidiaries is subject to any obligation (whether pursuant to Law or Contract) to notify, inform and/or consult with, or obtain consent from, any Employee Representative regarding the transactions contemplated by this Agreement prior to entering into this Agreement.

(c) Except as set forth in Section 4.15 of the Company Disclosure Schedule, the Company and each of its Subsidiaries has complied in all respects with its payment obligations to all employees of the Company and any of its Subsidiaries in respect of all wages, salaries, fees, commissions, bonuses, overtime pay, holiday pay, sick pay, benefits and all other compensation, remuneration and emoluments due and payable to such employees under any Company Plan or any applicable Collective Bargaining Agreement or Law, except to the extent that any noncompliance does not constitute or would not

reasonably be expected to constitute, individually or in the aggregate, a Material Adverse Effect and, for the avoidance of doubt, except for any payments that are not permitted by the Bankruptcy Court or the Bankruptcy Code.

Section 4.16. *Intellectual Property*. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its Subsidiaries exclusively own, free and clear of all Liens (except for (1) Liens that are described in the Company SEC Documents filed prior to the date hereof, (2) Liens that are described in the Plan or the Disclosure Statement, (3) Permitted Liens or (4) Material Contracts), all of their (x) patents and registered Intellectual Property (and all applications therefor) and (y) proprietary unregistered Intellectual Property, and all of the items in clause (x) are subsisting, unexpired, valid and enforceable; (ii) no Intellectual Property owned by the Company or its Subsidiaries is being infringed, misappropriated or violated ("**Infringe**") by any other Person; (iii) the conduct of the businesses of the Company and its Subsidiaries as presently conducted does not Infringe any Intellectual Property of any other Person and no Person has alleged same in writing, except for allegations that have since been resolved or in connection with the Chapter 11 Proceedings and any adversary proceedings or contested motions commenced in connection therewith; and (iv) the Company and its Subsidiaries take commercially reasonable actions to maintain and protect (a) the confidentiality of their trade secrets and confidential information and (b) the integrity, security and continuous operation of their material software, systems, websites and networks (and all data therein), and, in the one year prior to the date of this Agreement (or earlier, if any of same have not since been resolved in all material respects), there have been no outages, interruptions, or breaches of same.

Section 4.17. *Title to Real and Personal Property*. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) *Real Property*. The Company or one of its Subsidiaries, as the case may be, has good and valid title in fee simple to each Owned Real Property, free and clear of all Liens, except for (i) Liens that are described in (x) the Company SEC Documents filed prior to the date hereof, (y) the Plan or (z) the Disclosure Statement or (ii) Permitted Liens.

(b) *Leased Real Property*. All Real Property Leases necessary for the operation of the Post-Effective Date Business are valid, binding and enforceable by and against the Company or its relevant Subsidiaries, and, to the Knowledge of the Company no written notice to terminate, in whole or part, any of such leases has been delivered to the Company or any of its Subsidiaries (nor, to the Knowledge of the Company, has there been any indication that any such notice of termination will be served). Other than as a result of the filing of the Chapter 11 Proceedings, neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to any material Real Property Lease necessary for the operation of the Post-Effective Date Business is in default or breach under the terms thereof except for such instances of default or breach

that do not have and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) *Personal Property*. The Company or one of its Subsidiaries has good title or, in the case of leased assets, a valid leasehold interest, free and clear of all Liens, to all of the tangible personal property and assets, except for (i) Liens that are described in (x) the Company SEC Documents filed prior to the date hereof, (y) the Plan or (z) the Disclosure Statement or (ii) Permitted Liens.

Section 4.18. *No Undisclosed Relationships*. No relationship, direct or indirect, exists between or among the Company or any of its Subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any of its Subsidiaries, on the other hand, that is required by the Exchange Act to be described in the Company SEC Documents and that are not so described in the Company SEC Documents, except for the transactions contemplated by this Agreement.

Section 4.19. *Licenses and Permits*. The Company and its Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of the Post-Effective Date Business, in each case, except as would not have and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not have and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has received notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

Section 4.20. *Environmental*. (a) The Company and its Subsidiaries are, and have been, in compliance with all applicable Laws relating to the protection of the environment, natural resources (including wetlands, wildlife, aquatic and terrestrial species and vegetation) or of human health and safety, or to the management, use, transportation, treatment, storage, disposal or arrangement for disposal of Materials of Environmental Concern (collectively, "**Environmental Laws**"), except for such noncompliance that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) The Company and its Subsidiaries (i) have received, possess and are in compliance with all permits, licenses, exemptions and other approvals required of them under applicable Environmental Laws to conduct their respective businesses ("**Environmental Permits**"), (ii) are not subject to any action to revoke, terminate, cancel, limit, amend or appeal any such Environmental Permits, and (iii) have paid all fees, assessments or expenses due under any such Environmental Permits, except for such failures to receive and comply with Environmental Permits, or any such actions, or failure to pay any such fees, assessments or expenses that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Except with respect to matters that have been fully and finally settled or resolved, (i) there are no Legal Proceedings under any Environmental Laws pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, and, to the Knowledge of the Company, there are no such Legal Proceedings pending against any other Person that would reasonably be expected to materially adversely affect the Company or any of its Subsidiaries, and (ii) the Company and its Subsidiaries have not received notice of any actual or potential liability of the Company for the investigation, remediation or monitoring of any Materials of Environmental Concern at any location, or for any violation of Environmental Laws or Environmental Permits, where such Legal Proceedings or liability would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) None of the Company or any of its Subsidiaries has entered into any consent decree, settlement or other agreement with any Governmental Entity, and none of the Company or its Subsidiaries is subject to any Order, in either case relating to any Environmental Laws, Environmental Permits or to Materials of Environmental Concern, except for such consent decrees, settlements, agreements or Orders that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) There has been no release, disposal or arrangement for disposal of any Materials of Environmental Concern relating to the Company, its Subsidiaries or any of their predecessors, or at, from or to any real property currently or formerly owned, leased or operated by the Company, its Subsidiaries or any of their predecessors, that would reasonably be expected to (i) give rise to any claim or Legal Proceeding, or to any liability, under any Environmental Law, or (ii) prevent the Company or any of its Subsidiaries from complying with applicable Environmental Laws or Environmental Permits, except for such claim, Legal Proceedings, liability or burden or non-compliance that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(f) Neither the Company nor any of its Subsidiaries has assumed or retained by Contract or operation of Law any liabilities of any other Person under Environmental Laws or concerning any Materials of Environmental Concern, where such assumption or acceptance of responsibility would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) There has been no environmental investigation, study, audit, test, review or other analysis conducted in relation to the current or prior business of the Company or any of its Subsidiaries or any real property or facility now or previously owned, leased or operated by the Company or any of its Subsidiaries describing any facts, circumstances, situations or sets of circumstances which could give rise to any claim or Legal Proceeding, or to any liability, under any Environmental Law or Environmental Permit, the written part of which has not been delivered to the Backstop Parties at least 10 days prior to the date hereof.

(h) None of the transactions contemplated under this Agreement will give rise to any obligations to obtain the consent of or provide notice to any Governmental Entity under any Environmental Laws or Environmental Permits.

Section 4.21. *Tax Matters*. (a) The Company and each of its Subsidiaries have timely filed or caused to be timely filed (taking into account any applicable extension of time within which to file) with the appropriate taxing authorities all material tax returns, statements, forms and reports (including elections, declarations, disclosures, schedules, estimates and information Tax Returns) for Taxes ("**Tax Returns**") that are required to be filed by, or with respect to, the Company and its Subsidiaries. The Tax Returns accurately reflect all material liability for Taxes of the Company and its Subsidiaries, taken as a whole, for the periods covered thereby.

(b) All material Taxes and Tax liabilities shown due under the Tax Returns with respect to the income, assets or operations of the Company and its Subsidiaries for all taxable years or other taxable period or portion thereof that end on or before the Closing Date have been paid in full or will be paid in full pursuant to the Plan or, to the extent not yet due, have been accrued and fully provided for in accordance with GAAP, or will be provided for when required under GAAP on the financial statements of the Company included in the Company SEC Documents.

(c) Except for proofs of claim filed in connection with the Chapter 11 Proceedings, none of the Company and any of its Subsidiaries has received any written notices from any taxing authority relating to any issue that could materially affect the Company and its Subsidiaries, taken as a whole.

(d) All material Taxes that the Company and its Subsidiaries (taken as a whole) were (or was) required by Law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable.

(e) Other than any Subsidiary of the Company that was directly or indirectly owned by Nabors Industries Ltd. prior to March 25, 2015, none of the Company and any of its Subsidiaries has been included in any "consolidated," "unitary" or "combined" Tax Return provided for under any Law with respect to Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which the Company and/or its current or past Subsidiaries are or were the only members).

(f) Other than the Separation Agreement dated March 24, 2015 among the Company and Nabors Industries Ltd. and the Tax Matters Agreement dated March 24, 2015 (the "**Tax Matters Agreement**") among the Company and Nabors Industries Ltd., there are no tax sharing, indemnification or similar agreements in effect as between the Company or any of its Subsidiaries or any predecessor or Affiliate thereof and any other party (including any predecessors or Affiliates thereof) under which the Company or any of its Subsidiaries is a party to or otherwise bound by (other than such agreements (i) that

are entered in the ordinary course of business or (ii) that are not expected to result in a liability for Taxes that is material to the Company and its Subsidiaries taken as a whole).

(g) Other than C&J Well Services, Inc., none of the Company and any of its Subsidiaries has been either a "distributing corporation" or a "controlled corporation" in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code is applicable.

(h) Except as set forth in **Error! Reference source not found.** of the Company Disclosure Schedule, no notice of any Tax Proceeding has been provided to, and no claim for indemnification of any Taxes has been asserted against, the Company or any of its Subsidiaries under the Tax Matters Agreement.

(i) There is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its Subsidiaries (taken as a whole) either to the Knowledge of the Company or claimed, pending or raised by an authority in writing, the resolution of which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) There are no material Liens with respect to Taxes upon any of the assets or properties of the Company and its Subsidiaries (taken as a whole), other than Permitted Liens.

Notwithstanding anything in this Section 4.21 to the contrary, any representations included in this Section 4.21 with respect to the Company or any of its Subsidiaries that were Subsidiaries of Nabors Industries Ltd. prior to March 24, 2015 are made subject to the Knowledge of the Company and are made only to the extent the Company does not have a right to indemnification under the Tax Matters Agreement. The representations and warranties made in this Section 4.21 and Section 4.22 are the only representations and warranties made by the Debtors with respect to matters related to Taxes.

Section 4.22. *Company Plans*. (a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) each Company Plan (other than a Foreign Benefit Plan) (such plans, "**U.S. Benefit Plans**") is in compliance with ERISA, the Code, other applicable Laws and its governing documents; (ii) each U.S. Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS, and, to the Knowledge of the Company, nothing has occurred that is reasonably likely to result in the loss of the qualification of such U.S. Benefit Plan under Section 401(a) of the Code or the imposition of any material liability, penalty or tax under ERISA or the Code; (iii) no "reportable event," within the meaning of Section 4043 of ERISA has occurred or is expected to occur for any U.S. Benefit Plan covered by Title IV of ERISA other than as a result of the Chapter 11 Proceedings; (iv) all contributions required to be made under the terms of any U.S. Benefit Plan have been timely made or have been (A) reflected in the financial statements of the Company included in the Company SEC Documents filed prior to the date hereof or (B) described in the Plan or Disclosure Statement; and (v) no liability, claim, action, litigation, audit, examination, investigation or administrative

proceeding has been made, commenced or, to the Knowledge of the Company, threatened in writing with respect to any U.S. Benefit Plan (other than (A) routine claims for benefits payable in the ordinary course, (B) otherwise in relation to the Chapter 11 Proceedings or (C) any that, individually, could not reasonably be expected to result in a liability of the Company or any of its Subsidiaries in excess of $50,000).

(b) No U.S. Benefit Plan (other than any "multiemployer plan" within the meaning of Section 3(37) of ERISA (a "**Multiemployer Plan**")) subject to Section 412 of the Code or Section 302 of ERISA has failed to satisfy the minimum funding standard, within the meaning of Section 412 of the Code or Section 302 of ERISA, or obtained a waiver of any minimum funding standard and, within the past six (6) years, no U.S. Benefit Plan covered by Title IV of ERISA has been terminated and no proceedings have been instituted to terminate or appoint a trustee under Title IV of ERISA to administer any such Company Plan. Within the past six (6) years, neither the Company nor any of its Subsidiaries have incurred any unsatisfied liability under Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA by reason of being treated as a single employer together with any other Person under Section 4001 of ERISA or Section 414 of the Code.

(c) Within the past six (6) years, the Company and its Subsidiaries have not incurred any withdrawal liability with respect to a Multiemployer Plan under Subtitle E of Title IV of ERISA that has not been satisfied in full, and, to the Knowledge of the Company, no condition or circumstance exists that presents a reasonable risk of the occurrence of any other withdrawal from or the partition, termination, reorganization or insolvency of any such Multiemployer Plan.

(d) No U.S. Benefit Plan provides for post-employment or retiree health, life insurance or other welfare benefits, except for (A) death benefits, (B) benefits required by Section 4980B of the Code or similar Law, or (C) benefits for which the covered individual pays the full premium cost.

(e) Neither the execution of this Agreement, the Plan or the other Transaction Agreements, nor the consummation of the transactions contemplated hereby or thereby will (A) entitle any employees of the Company or any of its Subsidiaries to severance pay or any increase in severance pay upon any termination of employment after the date hereof, (B) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to, any of the U.S. Benefit Plans, or (C) limit or restrict the right of the Company to merge, amend or terminate any of the U.S. Benefit Plans.

(f) The execution, delivery of and performance by the Company and its Subsidiaries of its obligations under this Agreement will not (either alone or upon the occurrence of any additional or subsequent events) result in "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code or any payments under any other applicable Laws that would be treated in such similar nature to such section of the Code, with respect to any Company Plan that would be in effect immediately after the Closing.

(g) Except as required to maintain the tax-qualified status of any U.S. Benefit Plan intended to qualify under Section 401(a) of the Code, to the Knowledge of the Company, no condition or circumstance exists that would prevent the amendment or termination of any U.S. Benefit Plan other than a U.S. Benefit Plan between the Company or any of its Subsidiaries, on the one hand, and an individual employee or director thereof, on the other hand.

(h) Each Company Plan that is maintained outside the jurisdiction of the United States, or that covers any employee residing or working outside the United States (any such Company Plan, "**Foreign Benefit Plans**"), which, under the Laws of any jurisdiction outside of the United States, is required or approved by any Governmental Entity, has been so registered and approved and, to the Knowledge of the Company, has been maintained in good standing with applicable material requirements of the Governmental Entities, and if intended to qualify for special tax treatment, to the Knowledge of the Company, there are no existing circumstances or events that have occurred that could reasonably be expected to adversely affect the special tax treatment with respect to such Foreign Benefit Plans.

Section 4.23. *Internal Control Over Financial Reporting*. The Company has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company is not aware of any material weaknesses in its internal control over financial reporting.

Section 4.24. *Disclosure Controls and Procedures*. The Company (i) maintains disclosure controls and procedures (within the meaning of Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) designed to ensure that information required to be disclosed by the Company in the reports that it files and submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including that information required to be disclosed by the Company in the reports that it files and submits under the Exchange Act is accumulated and communicated to management of the Company as appropriate to allow timely decisions regarding required disclosure, and (ii) has disclosed, based upon the most recent evaluation by the Chief Executive Officer and Chief Financial Officer of the Company of the Company's internal control over financial reporting, to its auditors and the audit committee of the Board (A) all significant deficiencies and material weaknesses in the design or operation of the Company's internal control over financial reporting which are reasonably likely to adversely affect its ability to record, process, summarize and report financial data and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Section 4.25. *Material Contracts*.

(a) All Material Contracts are valid, binding and enforceable by and against the Company or its relevant Subsidiary, except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company or any of its Subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Proceedings, neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to any Material Contract, is in default or breach under the terms thereof except, in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any Contract necessary for the operation of the Post-Effective Date Business that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a Current Report on Form 8-K).

(b) Except as has not, had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither the Company nor any of its Subsidiaries is party to any contract, agreement, arrangement or understanding containing any provision or covenant limiting in any material respect the ability of the Company or any of its Subsidiaries (or, after the Effective Date) to (i) sell any products or services of or to any other Person or in any geographic region, (ii) engage in any line of business or (iii) compete with or to obtain products or services from any Person or limiting the ability of any Person to provide products or services to the Company or any of its Subsidiaries (or, after the Effective Date, Reorganized C&J Energy or its Subsidiaries) (each, a "**Non-Competition Agreement**").

Section 4.26. *No Unlawful Payments*. Neither the Company nor any of its Subsidiaries nor any of their respective directors or officers nor, to the Knowledge of the Company, any of their respective employees, agents or other Person acting on behalf of the Company or any of its Subsidiaries, has in any material respect: (a) used any funds of the Company or any of its Subsidiaries for any unlawful contribution, gift, entertainment or other unlawful expense, in each case relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (d) made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment.

Section 4.27. *Compliance with Money Laundering Laws*. The operations of the Company and its Subsidiaries are and have been at all times conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar Laws (collectively, the "**Money Laundering Laws**") and no material action, suit or proceeding by or before any Governmental Entity or any arbitrator involving the Company or any of its Subsidiaries with respect to Money Laundering Laws is pending or, to the Knowledge of the Company, threatened.

Section 4.28. *Compliance with Sanctions Laws*. Neither the Company nor any of its Subsidiaries nor any of their respective directors, officers or employees nor, to the Knowledge of the Company, any agent or other Person acting on behalf of the Company or any of its Subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company will not directly or indirectly use the proceeds of the Rights Offering or the sale of the Unsubscribed Shares, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person that, to the Knowledge of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

Section 4.29. *No Broker's Fees*. Neither the Company nor any of its Subsidiaries is a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Backstop Parties for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Unsubscribed Shares.

Section 4.30. *No Registration Rights*. Except as provided for pursuant to the Registration Rights Agreement, no Person has the right to require the Company or any of its Subsidiaries to register any securities for sale under the Securities Act.

Section 4.31. *Takeover Statutes*. No Takeover Statute is applicable to this Agreement, the Backstop Commitment and the other transactions contemplated by this Agreement.

Section 4.32. *Insurance*. All premiums due and payable in respect of material insurance policies maintained by the Company and its Subsidiaries have been paid. The Company reasonably believes that the insurance maintained by or on behalf of the Company and its Subsidiaries is adequate in all material respects. As of the date hereof, to the Knowledge of the Company, neither the Company nor any of its Subsidiaries has received notice from any insurer or agent of such insurer with respect to any material insurance policies of the Company and its Subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired on their terms, and except to the extent that such cancellation or termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.33. *Disclosure Schedule, Disclosure Statement and Company SEC Document References*.

(a) The parties hereto agree that any reference in a particular Section of the Company Disclosure Schedule shall only be deemed to be an exception to (or, as applicable, a disclosure for purposes of) the representations and warranties (or covenants, as applicable) of the Company that are contained in the corresponding Section of this Agreement.

(b) The parties hereto agree that any information contained in any part of any Company SEC Document or Disclosure Statement shall only be deemed to be an exception to (or a disclosure for purposes of) the Company's representations and warranties if the relevance of that information as an exception to (or a disclosure for purposes of) such representations and warranties would be reasonably apparent to a person who has read that information concurrently with such representations and warranties, without any independent knowledge on the part of the reader regarding the matters so disclosed; *provided* that in no event shall any information contained in any part of any Company SEC Document or Disclosure Statement entitled "Risk Factors" (or otherwise containing disclosure of risk factors or risks) or any part entitled "Forward-Looking Statements" (or otherwise containing any statements that are predictive, forward-looking or primarily cautionary in nature or do not specifically describe the facts, circumstances or conditions on which an alleged breach of the Company's representations and warranties is based) be deemed to be an exception to (or a disclosure for purposes of) any representations and warranties of the Company contained in this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BACKSTOP PARTIES

Each Backstop Party represents and warrants, severally and not jointly, and as to itself only as set forth below:

Section 5.01. *Incorporation*. To the extent applicable, such Backstop Party is a legal entity duly organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the laws of its jurisdiction of incorporation or organization.

Section 5.02. *Corporate Power and Authority*. To the extent applicable, such Backstop Party has the requisite corporate, limited partnership or limited liability company power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary corporate, limited partnership or limited liability company action required for the due authorization, execution, delivery and performance by it of this Agreement.

Section 5.03. *Execution and Delivery*. This Agreement has been duly and validly executed and delivered by such Backstop Party and constitutes the valid and binding obligations of such Backstop Party, enforceable against such Backstop Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity.

Section 5.04. *No Conflict*. Assuming that the consents referred to in clauses (i) and (ii) of Section 5.05 are obtained, the execution and delivery by such Backstop Party of this Agreement, the compliance by such Backstop Party with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or

constitute a default under (with or without notice or lapse of time, or both), or result in the acceleration of, or the creation of any Lien under, any Contract to which such Backstop Party is a party or by which such Backstop Party is bound or to which any of the properties or assets of such Backstop Party are subject, (ii) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable constituent documents) of such Backstop Party and (iii) will not result in any material violation of any Law or Order applicable to such Backstop Party or any of its properties, except, in each of the cases described in clauses (i), (ii) and (iii), for any conflict, breach, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to materially and adversely impact such Backstop Party's performance of its obligations under this Agreement.

Section 5.05. *Consents and Approvals*. No consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Backstop Party or any of its properties is required for the execution and delivery by such Backstop Party of this Agreement, the compliance by such Backstop Party with all of the provisions hereof and the consummation of the transactions (including the purchase by such Backstop Party of its Backstop Commitment Percentage of the Unsubscribed Shares) contemplated herein, except (i) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, and (ii) any consent, approval, authorization, order, registration or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact such Backstop Party's performance of its obligations under this Agreement.

Section 5.06. *No Registration*. Such Backstop Party understands that the Unsubscribed Shares and any shares of New Common Stock issued to such Backstop Party in satisfaction of the Put Option Premium have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of such Backstop Party's representations as expressed herein or otherwise made pursuant hereto.

Section 5.07. *Purchasing Intent*. Such Backstop Party is acquiring the Unsubscribed Shares for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Backstop Party has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities Laws.

Section 5.08. *Sophistication; Investigation*. Such Backstop Party acknowledges that the Unsubscribed Shares and any shares of New Common Stock issued to such Backstop Party in satisfaction of the Put Option Premium have not been registered pursuant to the Securities Act. Such Backstop Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks

of its investment in the Unsubscribed Shares being acquired hereunder. Such Backstop Party is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act and a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act. Such Backstop Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding the Unsubscribed Shares for an indefinite period of time). Such Backstop Party has conducted and relied on its own independent investigation of, and judgment with respect to, the Company and its Subsidiaries and the advice of its own legal, tax, economic, and other advisors.

Section 5.09. *No Broker's Fees*. Such Backstop Party is not a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Company, for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Unsubscribed Shares.

Section 5.10. *Votable Claims*.

(a) Such Backstop Party or any of its Affiliates is the beneficial owner of, or the investment advisor or manager for the beneficial owner of, the aggregate principal amount of Votable Claims as set forth opposite such Backstop Party's (or its Affiliate's) name under the column titled "Beneficially Controlled Votable Claims" on Schedule 2 attached hereto (such Votable Claims, the "**Beneficially Controlled Votable Claims**"); and

(b) Such Backstop Party or the applicable Affiliate has the full power to vote, dispose of and compromise the aggregate principal amount of the Beneficially Controlled Votable Claims.

(c) Such Backstop Party has not entered into any other agreement to assign, sell, participate, grant, or otherwise transfer, in whole or in part, any portion of its right, title or interest in such Beneficially Controlled Votable Claims where such assignment, sale, participation, grant, conveyance or transfer would prohibit such Backstop Party from complying with the terms of this Agreement.

Section 5.11. *Sufficiency of Funds*. Such Backstop Party will have sufficient immediately available funds to make and complete the payment of the aggregate Purchase Price for its Backstop Commitment Percentage of the Unsubscribed Shares on the Funding Deadline.

Section 5.12. *Arm's Length*. Such Backstop Party acknowledges and agrees that the Company is acting solely in the capacity of an arm's length contractual counterparty to such Backstop Party with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering).

ARTICLE 6
ADDITIONAL COVENANTS

Section 6.01. *BCA Consummation Approval Order*. The Company shall use its reasonable best efforts to (i) obtain the entry of the BCA Consummation Approval Order (ii) cause the BCA Consummation Approval Order and any incorporated orders to become final orders (including by requesting that such Orders be a final order immediately upon entry by the Bankruptcy Court pursuant to a waiver of Bankruptcy Rules 3020 and 6004(h), as applicable), in each case, as soon as reasonably practicable following the filing of the motion seeking entry of such orders (for the avoidance of doubt, entry of the BCA Consummation Approval Order will be sought at the confirmation hearing). The Company shall provide to each of the Backstop Parties and its counsel copies of the proposed BCA Consummation Approval Order (which may be incorporated into the Confirmation Order), and any incorporated orders, and a reasonable opportunity to review and comment on such orders prior to such orders being filed with the Bankruptcy Court, and such orders must be in form and substance acceptable to the Required Backstop Parties. Any amendments, modifications, changes or supplements to the BCA Consummation Approval Order or Confirmation Order, or any incorporated orders, shall be in form and substance acceptable to the Required Supporting Creditors.

Section 6.02. *Confirmation Order; Plan and Disclosure Statement*. The Debtors shall use their respective reasonable best efforts to obtain entry of the Confirmation Order. The Company shall provide to each of the Backstop Parties and its counsel a copy of any proposed amendment, modification or change to the Plan or Disclosure Statement (which amendments shall, in each case, be in form and substance acceptable to the Required Supporting Creditors) and a reasonable opportunity to review and comment on such documents. The Company shall provide to each of the Backstop Parties and its counsel a copy of the proposed Confirmation Order and a reasonable opportunity to review and comment on such order prior to such order being filed with the Bankruptcy Court, and such order must be in form and substance acceptable to the Required Supporting Creditors.

Section 6.03. *Conduct of Business*. (a) Except as explicitly set forth in this Agreement or otherwise contemplated by the Disclosure Statement and Plan or with the prior written consent of Required Backstop Parties, during the period from the date of this Agreement to the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall cause each of its Subsidiaries to carry on its business in the ordinary course and use commercially reasonable efforts to:

(i) preserve intact its present business and its Post-Effective Date Business;

(ii) maintain in effect all of its foreign, federal, state and local licenses, permits, consents, franchises, approvals and authorizations (except where the failure to do so would not individually, or in the aggregate, have a Material Adverse Effect);

(iii) keep available the services of its officers and key employees; and

(iv) preserve its relationships with material customers, suppliers, licensors, licensees, distributors and others having business dealings with the Company or its Subsidiaries in connection with the Post-Effective Date Business.

(b) Without limiting the generality of the foregoing, except as explicitly set forth in this Agreement or otherwise contemplated by the Disclosure Statement and Plan, the Company shall not, and shall not permit any of its Subsidiaries to, take any of the following actions without the prior written consent of the Required Backstop Parties:

(i) enter into any transaction that is material to the Post-Effective Date Business without the prior approval of the Required Backstop Parties other than transactions expressly contemplated by the RSA, the Plan, this Agreement, or any Order of the Bankruptcy Court;

(ii) enter into any transaction that is with any Person that, collectively with its Affiliates, including any Related Funds or any other investor acting in concert therewith, beneficially owns more than 10% of the equity in any Debtor (other than the Company and its Subsidiaries), including, without limitation, Nabors Industries Ltd. or its Affiliates or Subsidiaries;

(iii) amend its articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) other than in connection with the New Organizational Documents;

(iv) incur any capital expenditures or any obligations or liabilities in respect thereof, other than within the ordinary course of business;

(v) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets, securities, properties, interests or businesses, other than in the ordinary course of business;

(vi) enter into, amend or modify in any material respect or terminate any Material Contract or otherwise waive, release or assign any material rights, claims or benefits of the Company or any of its Subsidiaries;

(vii) enter into any contract, agreement, arrangement or understanding that is a Non-Competition Agreement;

(viii) sell, lease or otherwise transfer, or create or incur any Lien on, any of the Company's or its Subsidiaries' assets, securities, properties, interests or businesses, other than (A) in the ordinary course of business, (B) the sale or other disposition of all or a portion of the business of Total E&S Inc. and (C) sales of assets, securities, properties, interests or businesses with a sale price (including any related assumed indebtedness) that does not exceed $250,000 individually or $25,000,000 in the aggregate;

(ix) other than in connection with actions permitted by Section 6.03(b)(iv) or Section 6.03(b)(v), make any loans, advances or capital contributions to, or investments in, any other Person, other than in the ordinary course of business;

(x) (A) unless required by contract, with respect to directors, officers or other executives or key employees of the Company or its Subsidiaries: (1) grant or increase any severance or termination pay (or amend any existing severance pay or termination arrangement) or (2) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement); (B) increase benefits payable under any existing severance or termination pay policies; (C) increase compensation, bonus or other benefits except for increases in the ordinary course of business consistent with past practice for persons other than directors, officers or other executives or key employees of the Company or its Subsidiaries; or (D) terminate any officer, director or other executive or key employee of the Company or its Subsidiaries;

(xi) settle, or offer or propose to settle, (A) any material litigation, investigation, arbitration, proceeding or other claim involving or against the Company or any of its Subsidiaries, (B) any stockholder litigation or dispute against the Company or any of its officers or directors or (C) any litigation, arbitration, proceeding or dispute that relates to the transactions contemplated hereby; or

(xii) agree, resolve or commit to do any of the foregoing.

Section 6.04. *Antitrust Approval*.

(a) Each Party agrees to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and make effective the transactions contemplated by this Agreement, the other Transaction Agreements and the Plan, including (i) if applicable, filing, or causing to be filed, the Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission and any filings under any other Antitrust Laws that are necessary to consummate and make effective the transactions contemplated by this Agreement as soon as reasonably practicable following the date hereof and (ii) promptly furnishing documents or information reasonably requested by any Antitrust Authority.

(b) The Company and each Backstop Party subject to an obligation pursuant to the Antitrust Laws to notify any transaction contemplated by this Agreement, the Plan or the other Transaction Agreements that has notified the Company in writing of such obligation (each such Backstop Party, a "**Filing Party**") agree to reasonably cooperate with each other as to the appropriate time of filing such notification and its content. The Company and each Filing Party shall, to the extent permitted by applicable Law: (i) promptly notify each other of, and if in writing, furnish each other with copies of (or,

in the case of material oral communications, advise each other orally of) any communications from or with an Antitrust Authority; (ii) not participate in any meeting with an Antitrust Authority unless it consults with each other Filing Party and the Company, as applicable, in advance and, to the extent permitted by the Antitrust Authority and applicable Law, give each other Filing Party and the Company, as applicable, a reasonable opportunity to attend and participate thereat; (iii) furnish each other Filing Party and the Company, as applicable, with copies of all correspondence, filings and communications between such Filing Party or the Company and the Antitrust Authority; (iv) furnish each other Filing Party with such necessary information and reasonable assistance as may be reasonably necessary in connection with the preparation of necessary filings or submission of information to the Antitrust Authority; and (v) not withdraw its filing, if any, under the HSR Act without the prior written consent of the Required Backstop Parties and the Company.

(c) Should a Filing Party be subject to an obligation under the Antitrust Laws to jointly notify with one or more other Filing Parties (each, a "**Joint Filing Party**") a transaction contemplated by this Agreement, the Plan or the other Transaction Agreements, such Joint Filing Party shall promptly notify each other Joint Filing Party of, and if in writing, furnish each other Joint Filing Party with copies of (or, in the case of material oral communications, advise each other Joint Filing Party orally of) any communications from or with an Antitrust Authority.

(d) The Company and each Filing Party shall use commercially reasonable efforts to cause the waiting periods under the applicable Antitrust Laws to terminate or expire at the earliest possible date after the date of filing. The communications contemplated by this Section 6.04 may be made by the Company or a Filing Party on an outside counsel-only basis or subject to other agreed upon confidentiality safeguards. The obligations in this Section 6.04 shall not apply to filings, correspondence, communications or meetings with Antitrust Authorities unrelated to the transactions contemplated by this Agreement, the Plan and the other Transaction Agreements.

(e) Notwithstanding anything in this Agreement to the contrary, nothing shall require any Backstop Party or any of its Affiliates to (i) dispose of, license or hold separate any of its or its Subsidiaries' or Affiliates' assets, (ii) limit its freedom of action or the conduct of its or its Subsidiaries' or Affiliates' businesses or make any other behavioral commitments with respect to itself or any of its Subsidiaries or Affiliates, (iii) divest any of its Subsidiaries or its Affiliates, or (iv) commit or agree to any of the foregoing. Without the prior written consent of the Required Backstop Parties, neither the Company nor any of its Subsidiaries shall commit or agree to (i) dispose of, license or hold separate any of its assets or (ii) limit its freedom of action with respect to any of its businesses or commit or agree to any of the foregoing, in each case, in order to secure any necessary consent or approvals for the transactions contemplated hereby under the Antitrust Laws. Notwithstanding anything to the contrary herein, neither the Backstop Parties, nor any of their Affiliates, nor the Company or any of its Subsidiaries, shall be required as a result of this Agreement, to initiate any legal action against, or defend any litigation brought by, the United States Department of Justice, the United States Federal Trade Commission, or any other Governmental Entity in order to avoid the entry of, or to

effect the dissolution of, any injunction, temporary restraining order or other order in any suit or proceeding which would otherwise have the effect of preventing or materially delaying the transactions contemplated hereby, or which may require any undertaking or condition set forth in the preceding sentence.

Section 6.05. *Financial Information.* (a) At all times prior to the Closing Date, the Company shall deliver to counsel to each Backstop Party and to each Backstop Party that so requests, subject to appropriate assurance of confidential treatment, all statements and reports the Company is required to deliver to the DIP Facility Agent pursuant to Section 6.01 of the DIP Facility Loan Agreement, and, if applicable to the Exit Facility Agent pursuant to the comparable section of the Exit Facility Loan Agreement (the "**Financial Reports**"). Neither any waiver by the DIP Facility Lenders or, if applicable, the Exit Facility Lenders, of their right to receive the Financial Reports nor any amendment or termination of the Emergence Credit Facilities shall affect the Company's obligation to deliver the Financial Reports to the Backstop Parties in accordance with the terms of this Agreement.

(b) Any report, financial statement, certificate or other written information furnished in connection with the DIP Facility Loan Agreement, including without limitation, Section 6.01 and Section 6.02 thereto, (i) shall be complete and correct in all material respects and shall be prepared in accordance with GAAP applied (except as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods and (ii) shall be deemed to have been delivered in accordance with Section 6.05(a) on the date on which the Company provides written notice to the Backstop Parties that such information has been posted on the Company's website on the internet at www.cjenergy.com or is available via the EDGAR system of the SEC on the internet (to the extent such information has been posted or is available as described in such notice).

Section 6.06. *Alternate Transactions.* (a) From the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms and the Closing Date, (i) the Company and its Subsidiaries shall, and shall instruct and direct their respective Representatives to, immediately cease and terminate any ongoing solicitation, discussions and negotiations with respect to any Alternate Transaction, and (ii) the Company and its Subsidiaries shall not, and the Company and its Subsidiaries shall instruct and direct their respective Representatives not to, directly or indirectly, initiate, solicit, engage in or participate in any discussions, inquiries or negotiations in connection with any proposal or offer relating to an Alternate Transaction, afford access to the business, properties, assets, books or records of or provide any non-public information relating to the Company or any of its Subsidiaries to, otherwise cooperate in any way with, or knowingly assist, participate in, facilitate or encourage any effort by any Person that is seeking to make, or has made, an Alternate Transaction Proposal. It is agreed that any violation of the restrictions on the Company set forth in this Section 6.06(a) by the Company or any of its Subsidiaries or any Representative thereof shall be a material breach of this Section 6.06 by the Company.

(b) Notwithstanding the foregoing clause (a), if following the date of this Agreement (1) the Company or any of its Subsidiaries receives a bona fide unsolicited proposal or offer (whether written or unwritten) for an Alternate Transaction (an "**Alternate Transaction Proposal**") from any Person not solicited by the Company or its Subsidiaries in violation of this Section 6.06 and (2) the Board has determined in good faith, after consultation with its outside counsel and independent financial advisor, that such Alternate Transaction Proposal, which must be in writing, constitutes, or could reasonably be expected to result in, a Superior Transaction and that failure of the Board to pursue such Alternate Transaction Proposal would reasonably be expected to result in a breach of the Board's fiduciary duties under applicable Laws (a "**Superior Proposal**"), the Company may, in response to such Superior Proposal: (x) furnish non-public information in response to a request therefor by such Person if such Person has executed and delivered to the Company a confidentiality agreement (a copy of which shall be provided to each of the Backstop Parties within 24 hours of execution thereof) on terms no less favorable than any Backstop Party Confidentiality Agreement and if the Company also promptly (and in any event within 24 hours after the time such information is provided to such Person) makes such information available to the Backstop Parties, to the extent not previously provided to the Backstop Parties; and (y) engage or participate in discussions and negotiations with such Person regarding such Superior Proposal. The Company shall also notify the Backstop Parties promptly if the Board determines that an Alternate Transaction Proposal is a Superior Proposal no later than 24 hours following such determination.

(c) The Company shall notify the Backstop Parties promptly (and, in any event, within 24 hours) if any Alternate Transaction Proposals are received by, any non-public information is requested from, or any discussions or negotiations are sought to be initiated or continued with, it or its Subsidiaries or its or its Subsidiaries' Representatives, indicating, in connection with such notice, the identity of the parties and the material terms and conditions of any Alternate Transaction Proposal (including, if applicable, copies of any and all written inquiries, requests, proposals or offers, including any draft of proposed agreements received or sent by the Company, also within 24 hours) and, thereafter, the Company shall keep the Backstop Parties reasonably informed of the status and terms of any such Alternate Transaction Proposals (including any amendments thereto) and the status of any such discussions or negotiations, including any change in the Company's intentions as previously notified. None of the Company or any of its Subsidiaries shall, after the date of this Agreement, enter into any confidentiality or similar agreement that would prohibit it from providing such information to the Backstop Parties.

(d) Subject to the Company's compliance with this Section 6.06, prior to the earlier of the occurrence of the Closing Date and the termination of this Agreement in accordance with its terms, the Board may approve a Superior Proposal not solicited in violation of this Section 6.06 that the Board has determined in good faith, after consultation with its outside legal counsel and its independent financial advisor, constitutes a Superior Transaction, if and only if, (1) prior to taking such action the Board determines in good faith, after consultation with its outside legal counsel, that failure to take such action would reasonably be expected to result in a breach of the directors'

fiduciary duties under applicable Laws; (2) the Board notifies the Backstop Parties in writing at least five (5) Business Days in advance that it intends to take such action or that the Company intends to terminate this Agreement pursuant to Section 9.01(f)(ii), which notice shall specify the identity of the Person making such Superior Proposal and all of the material terms and conditions of such Superior Proposal and attach the most current version of any proposed transaction agreement (and any related agreements) providing for such Superior Proposal; (3) after providing such notice and prior to taking any such action or terminating this Agreement pursuant to Section 9.01(f)(ii), the Company shall, and shall cause its Representatives to, negotiate in good faith with the Backstop Parties during the five (5) Business Day period to make such adjustments to the terms and conditions of this Agreement and the other Transaction Agreements as would permit the Board not to take such action or terminate this Agreement; and (4) following the end of such five (5) Business Day period, the Board shall have determined in good faith, after consultation with its outside legal counsel and independent financial advisor and after taking into account any changes to this Agreement and the other Transaction Agreements proposed by the Backstop Parties, that the Superior Proposal continues to constitute a Superior Transaction even if such changes proposed by the Backstop Parties were to be given effect.

(e) With respect to any Alternate Transaction that is premised, whether directly or indirectly, on one or more asset sales under Section 363 of the Bankruptcy Code or pursuant to a Chapter 11 plan, each Backstop Party and/or the respective agents under the Prepetition Credit Agreement (including the collateral agent under and as defined in the Prepetition Credit Agreement Documents) shall (in the manner provided for in the Prepetition Credit Agreement Documents) have the right to "credit bid" (whether pursuant to Section 363(k) of the Bankruptcy Code or otherwise) all (or such lesser portion as they may determine under the Prepetition Credit Agreement Documents) of the maximum amount of Lender Claims (including all principal, premium, interest (at the default rate to the extent applicable under the Prepetition Credit Agreement Documents and irrespective of whether permissible under the Bankruptcy Code), penalties, fees, charges, expenses, indemnifications, reimbursements, damages, and all other amounts and liabilities payable under the Prepetition Credit Agreement Documents) notwithstanding any provision of the Bankruptcy Code or any applicable Law (including Section 363(k) of the Bankruptcy Code) to the contrary, subject only to any applicable term or condition of the Prepetition Credit Agreement Documents, to the extent that such term or condition is found to be enforceable. The BCA Consummation Approval Order shall provide for the foregoing.

Section 6.07. *Reasonable Best Efforts*. (a) Without in any way limiting any other respective obligation of the Company or any Backstop Party in this Agreement, the Company shall use (and shall cause its Subsidiaries to use), and each Backstop Party shall use, reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement and the Plan, including using reasonable best efforts in:

(i) timely preparing and filing all documentation reasonably necessary to effect all necessary notices, reports and other filings of such Party and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or Governmental Entity;

(ii) defending any Legal Proceedings challenging this Agreement, the Plan or any other Transaction Agreement or the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining order entered by any Governmental Entity vacated or reversed; and

(iii) working together in good faith to finalize the New Warrants, Registration Rights Agreement and New Organizational Documents for timely inclusion in the Plan Supplement and filing with the Bankruptcy Court.

(b) Subject to applicable Laws relating to the exchange of information, the Backstop Parties and the Company shall have the right to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Backstop Parties or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the transactions contemplated by this Agreement or the Plan; *provided*, *however*, neither the Company nor the Backstop Parties are required to provide for review in advance declarations or other evidence submitted in connection with any filing with the Bankruptcy Court. In exercising the foregoing rights, each of the Company and the Backstop Parties shall act reasonably and as promptly as practicable.

(c) Nothing contained in this Section 6.07 shall limit the ability of any Backstop Party to consult with the Debtors, to appear and be heard, or to file objections, concerning any matter arising in the Chapter 11 Proceedings, so long as such consultation, appearance or objection is not inconsistent with such Backstop Party's obligations under Section 6.08.

Section 6.08. *Support of the Plan*. Each Backstop Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Closing Date and (y) the termination of this Agreement in accordance with its terms each Backstop Party will, and it will use its commercially reasonable efforts to cause its controlled Affiliates to: (a) timely vote or cause to be voted all of its Beneficially Controlled Votable Claims to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable, accepting the Plan; (b) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (c) consent to the treatment of its Beneficially Controlled Votable Claims and the treatment of all other claims against and equity interests in the Debtors as set forth in the Plan; and (d) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement or is inconsistent with the RSA.

Section 6.09. *Transfers of Beneficially Controlled Votable Claims*. (a) Beneficially Controlled Votable Claims may be freely transferred subject to the terms of the RSA; *provided* that if any Backstop Party (together with all of its Affiliates and Related Funds, collectively, the "**Transferring Backstop Party**") agrees to Transfer any Eligible Claims in accordance with the terms and conditions hereof and such Transfer will result in such Transferring Backstop Party (together with its Affiliates and Related Funds) holding less in aggregate principal amount of Eligible Claims than such Transferring Backstop Party's Trigger Amount after giving effect to such Transfer, such Transferring Backstop Party shall deliver written notice of such Transfer (a "**Transfer Notice**") to the Company and each other Backstop Party (together with each other Backstop Party's respective Affiliates and Related Funds, each a "**Non-Transferring Backstop Party**") pursuant to Section 10.01, in each case within two (2) Business Days of the date of the agreement for such Transfer.

(b) If a Transfer Notice is required pursuant to Section 6.09(a), each Non-Transferring Backstop Party may elect, in its sole discretion, to assume its Assumable Share of the Assumable Amount of the Transferring Backstop Party's Backstop Commitment within five (5) Business Days of receipt of the Transfer Notice. To the extent that not all Non-Transferring Backstop Parties have elected to assume their Assumable Share of the Assumable Amount, each Backstop Party that elected to assume its Assumable Share of the Assumable Amount may elect to assume the remaining portion of the Assumable Amount on a *pro rata* basis (determined by comparing the Backstop Commitment of each Backstop Party that elected to assume its Assumable Share at the time of such election against the aggregate Backstop Commitment of all the Backstop Parties so electing to assume such remaining portion). Any Backstop Commitment assumed by a Non-Transferring Backstop Party in accordance with this Section 6.09(b), shall be included, among other things, in the determination of (x) the Backstop Commitment Percentage of such Backstop Party for purposes of Section 3.01 and (y) the Backstop Commitment of such party for purposes of the definition of Required Backstop Parties. If any Backstop Party that is a Transferring Backstop Party no longer has any Backstop Commitment following a Transfer effected pursuant to this Section 6.09, it shall automatically cease to be a Party and will no longer have any rights as a Backstop Party (and, for the avoidance of doubt, shall not be entitled to receive any portion of the Put Option Premium).

(c) Each Backstop Party or Permitted Backstop Commitment Transferee agrees that any Transfer of any Beneficially Controlled Votable Claims or any other claims against or equity interests in the Debtors that does not comply with the terms and procedures set forth in Section 6.09 hereof shall be deemed void *ab initio*, and the Debtors shall have the right to avoid such Transfer. To the extent any Backstop Party or Permitted Backstop Commitment Transferee (i) beneficially acquires additional Votable Claims, (ii) beneficially holds or acquires any other claims against the Debtors or (iii) beneficially holds or acquires any equity interests in the Debtors, each such Backstop Party and Permitted Backstop Commitment Transferee agrees that such claims or equity interests shall be subject to Section 6.08 hereof.

Section 6.10. *New Common Stock*. The Company shall use its best efforts to obtain the listing of the New Common Stock for trading on a national securities exchange acceptable to the Required Backstop Parties as soon as practicable after the Effective Date.

Section 6.11. *Registration Rights Agreement*. The Plan will provide that (i) from and after the Closing Date the Backstop Parties shall be entitled to certain registration rights pursuant to a registration rights agreement, in form and substance consistent with the terms set forth in Exhibit B attached hereto and otherwise acceptable to the Company and the Required Backstop Parties (the "**Registration Rights Agreement**"). A form of the Registration Rights Agreement shall be filed with the Bankruptcy Court as part of the Plan Supplement.

Section 6.12. *Form D and Blue Sky*. The Company shall timely file a Form D with the SEC with respect to the Unsubscribed Shares issued hereunder and, at the request of the Backstop Parties, any shares of New Common Stock that may be issued in satisfaction of the Put Option Premium as provided herein, to the extent required under Regulation D of the Securities Act and shall provide, upon request, a copy thereof to each Backstop Party. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify for sale or issuance to the Backstop Parties the Unsubscribed Shares issued hereunder pursuant to this Agreement and any shares of New Common Stock that may be issued in satisfaction of the Put Option Premium as provided herein under applicable securities and "blue sky" Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Backstop Parties on or prior to the Closing Date. The Company shall timely make all filings and reports relating to the offer and sale of the Unsubscribed Shares issued hereunder and any shares of New Common Stock that may be issued in satisfaction of the Put Option Premium as provided herein required under applicable securities and "blue sky" Laws of the states of the United States following the Closing Date. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 6.12.

Section 6.13. *No Integration; No General Solicitation*. Neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D promulgated under the Securities Act) will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Rights Offering Shares, the Rights Offering and this Agreement in a manner that would require registration of the New Common Stock to be issued by the Company on the Effective Date under the Securities Act. None of the Company or any of its affiliates or any other Person acting on its or their behalf will solicit offers for, or offer or sell, any Rights Offering Shares by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D promulgated under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

Section 6.14. *DTC Eligibility*. Unless otherwise requested by the Required Backstop Parties, the Company shall use reasonable best efforts to promptly make, when applicable from time to time after the Closing, all Unlegended Shares eligible for deposit with The Depository Trust Company. "**Unlegended Shares**" means any shares of New Common Stock acquired by the Backstop Parties and their respective Affiliates and Related Funds pursuant to this Agreement and the Plan, including all shares issued to the Backstop Parties and their respective Affiliates in connection with the Rights Offering, that do not require, or are no longer subject to, the Legend.

Section 6.15. *Use of Proceeds*. The Debtors will apply the proceeds from the exercise of the Subscription Rights and the sale of the Unsubscribed Shares for the purposes identified in the Disclosure Statement and the Plan.

Section 6.16. *Share Legend*. Unsubscribed Shares issued hereunder acquired by the Backstop Parties (including any Related Fund) hereunder or in connection with the Rights Offering shall be represented by uncertificated shares, and such shares shall be subject to a restrictive notation (the "**Legend**") in the stock ledger or other appropriate records maintained by the Company or agent substantially similar to the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Legend (for restrictive notation) set forth above shall be removed from the records at any time after the restrictions described in such Legend cease to be applicable. The Company may reasonably request such opinions, certificates or other evidence that such restrictions no longer apply.

Section 6.17. *Internal Reorganization*. The Company and its Subsidiaries shall consummate a corporate reorganization in connection with the Closing whereby Reorganized C&J Energy shall be a Delaware corporation. Such corporate reorganization shall be consummated pursuant to a reorganization step plan in form and substance acceptable to the Required Backstop Parties.

Section 6.18. *Tax Treatment*. The Company and each of the Backstop Parties hereby agrees to treat the rights and obligations arising under this Agreement, including the Put Option and the Put Option Premium, for U.S. federal income tax purposes as an option to sell property issued by each Backstop Party to the Company in consideration for the Put Option Premium.

ARTICLE 7
CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 7.01. *Conditions to the Obligation of the Backstop Parties*. The obligations of each Backstop Party to consummate the transactions contemplated hereby shall be subject to (unless waived in accordance with Section 7.02) the satisfaction of the following conditions:

(a) *Disclosure Statement Order*. The Bankruptcy Court shall have entered the Disclosure Statement Order, such order shall be in full force and effect, and not subject to a stay.

(b) *Bar Date Order; Occurrence of Bar Date*.

(i) The Bankruptcy Court shall have entered an Order setting one or more bar dates ("**Bar Dates**") with respect to the filing of all claims that arose prior to the Petition Date.

(ii) Any Bar Date set pursuant to the Order contemplated by Section 7.01(b)(i), other than any Bar Date in respect of claims of governmental units, shall have occurred.

(c) *BCA Consummation Approval Order*. The Bankruptcy Court shall have entered the BCA Consummation Approval Order (which may be the Confirmation Order), such order shall be in full force and effect, and not subject to a stay.

(d) *Confirmation Order*. The Bankruptcy Court shall have entered the Confirmation Order, such order shall be in full force and effect, and not subject to a stay.

(e) *Plan*. The Company and all of the other Debtors shall have complied, in all material respects, with the terms of the Plan that are to be performed by the Company and the other Debtors on or prior to the Effective Date and the conditions to the occurrence of the Effective Date set forth in the Plan shall have been satisfied or, with the prior written consent of the Required Backstop Parties, waived in accordance with the terms thereof and the Plan.

(f) *Rights Offering*. The Rights Offering shall have been conducted, in all material respects, in accordance with the Rights Offering Procedures Order and this Agreement, and the Rights Offering Expiration Time shall have occurred.

(g) *Conditions to the Plan*. The conditions to the occurrence of the Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or, with the prior written consent of the Required Backstop Parties, waived in accordance with the terms thereof and the Plan.

(h) *Registration Rights Agreement*. The Registration Rights Agreement shall have been executed and delivered by the Company and shall otherwise have become effective with respect to the Backstop Parties and the other parties thereto.

(i) *Expense Reimbursement*. The Debtors shall have paid all Expense Reimbursement accrued through the Closing Date pursuant to Section 3.03.

(j) *Antitrust Approvals*. All terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under the HSR Act and any other Antitrust Laws, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any Governmental Entity under any Antitrust Law shall have been made or obtained for the transactions contemplated by this Agreement.

(k) *Consents*. All governmental and third party notifications, filings, consents, waivers and approvals required for the consummation of the transactions contemplated by this Agreement and the Plan shall have been made or received.

(l) *No Legal Impediment to Issuance*. No Law or Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement.

(m) *Representations and Warranties.*

(i) The representations and warranties of the Debtors contained in Section 4.12 and 4.31 shall be true and correct in all respects at and as of the Closing Date after giving effect to the Plan with the same effect as if made on and as of the Closing Date after giving effect to the Plan (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true and correct only as of such time).

(ii) The representations and warranties of the Debtors contained in Sections 4.02, 4.03, 4.04, 4.05 and 4.06(ii) shall be true and correct in all material respects at and as of the Closing Date after giving effect to the Plan with the same effect as if made on and as of the Closing Date after giving effect to the Plan (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true and correct only as of such time).

(iii) The other representations and warranties of the Debtors contained in this Agreement shall be true and correct (disregarding all materiality or Material Adverse Effect qualifiers) at and as of the Closing Date with the same effect as if made on and as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true and correct only as of such time), except where the failure to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate a Material Adverse Effect.

(n) *Covenants*. The Debtors shall have performed and complied, in all material respects, with all of their respective covenants and agreements contained in this Agreement that contemplate, by their terms, performance or compliance prior to the Closing Date.

(o) *Officer's Certificate*. The Backstop Parties shall have received on and as of the Closing Date a certificate of the chief executive officer or chief financial officer of the Company confirming that the conditions set forth in Section 7.01(m) and Section 7.01(n) have been satisfied.

(p) *Material Adverse Change*. (i) From December 31, 2015 to the Closing Date, there shall not have occurred, and there shall not exist, any Event that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (ii) the Backstop Parties shall have received on and as of the Closing Date a certificate of the chief executive officer or chief financial officer of the Company confirming the same; *provided* that the condition in this Section 7.01(p) shall be deemed satisfied unless the Required Backstop Parties deliver a notice to the Company on or prior to the Closing Date stating that such condition has not been satisfied.

(q) *Put Option*. The Put Option shall have been exercised in accordance with Section 2.02.

Section 7.02. *Waiver of Conditions to Obligation of Backstop Parties*. All or any of the conditions set forth in Section 7.01 may only be waived in whole or in part with respect to all Backstop Parties by a written instrument executed by the Required Backstop Parties in their sole discretion and if so waived, all Backstop Parties shall be bound by such waiver; *provided* that notwithstanding the foregoing, the Required Backstop Parties desire to waive all or any of the conditions set forth in Section 7.01 (such Required Backstop Parties, the "**Waiving Backstop Parties**") may require any other Backstop Parties that are not willing to waive the applicable conditions (the "**Non-Waiving Backstop Parties**"), and such Non-Waiving Backstop Parties shall upon written request by the Waiving Backstop Parties be so required, to transfer and assign to the Waiving Backstop Parties all of the Non-Waiving Backstop Parties' Backstop Commitment in accordance with the Waiving Backstop Parties' pro rata share (based on the aggregate Backstop Commitments of the Waiving Backstop Parties) of the Non-Waiving Backstop Parties' Backstop Commitment or as otherwise reasonably agreed upon by such Waiving Backstop Parties.

Section 7.03. *Conditions to the Obligation of the Company*. The obligation of the Company and the other Debtors to consummate the transactions contemplated hereby with any Backstop Party is subject to (unless waived by the Company) the satisfaction of each of the following conditions:

(a) *Disclosure Statement Order*. The Bankruptcy Court shall have entered the Disclosure Statement Order, such order shall be in full force and effect, and not subject to a stay.

(b) *BCA Consummation Approval Order*. The Bankruptcy Court shall have entered the BCA Consummation Approval Order (which may be the Confirmation Order), such order shall be in full force and effect, and not subject to a stay.

(c) *Confirmation Order*. The Bankruptcy Court shall have entered the Confirmation Order, such order shall be in full force and effect, and not subject to a stay.

(d) *Conditions to the Plan*. The conditions to the occurrence of the Effective Date as set forth in the Plan and in the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and the Plan.

(e) *Antitrust Approvals*. All terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under the HSR Act and any other Antitrust Laws, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any Governmental Entity under any Antitrust Law shall have been made or obtained for the transactions contemplated by this Agreement.

(f) *No Legal Impediment to Issuance*. No Law or Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement.

(g) *Representations and Warranties*. The representations and warranties of each Backstop Party contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct in all material respects only as of the specified date).

(h) *Covenants*. The applicable Backstop Party shall have performed and complied, in all material respects, with all of its covenants and agreements contained in this Agreement and in any other document delivered pursuant to this Agreement.

ARTICLE 8
INDEMNIFICATION AND CONTRIBUTION

Section 8.01. *Indemnification Obligations*. Following the entry of the BCA Consummation Approval Order, the Company and the other Debtors (the "**Indemnifying Parties**" and each an "**Indemnifying Party**") shall, jointly and severally, indemnify and hold harmless each Backstop Party, its Affiliates, shareholders, members, partners and other equity holders, general partners, managers and its and their respective Representatives, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and costs and expenses (other than Taxes of the Backstop Parties except to the extent otherwise provided for in this Agreement, including the last sentence of Section 2.05(c)) (collectively, "**Losses**") that any such Indemnified Person may incur or to which any such Indemnified Person may become subject arising out of or in connection with this Agreement, the RSA, the Chapter 11 Proceedings or any other similar claims and related litigation, the Plan and the transactions contemplated hereby and thereby, including the Backstop Commitments, the Rights Offering, the payment of the Put Option Premium or the use of the proceeds of the Rights Offering, or any breach by the Debtors of any representation, warranty, covenant,

obligation or other provision of this Agreement, or any claim, challenge, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such proceedings are brought by the Company, the other Debtors, their respective equity holders, Affiliates, creditors or any other Person, and reimburse each Indemnified Person upon demand for reasonable and documented (subject to redaction to preserve attorney client and work product privileges) legal or other third-party expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether or not the transactions contemplated by this Agreement or the Plan are consummated or whether or not this Agreement is terminated; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses (a) as to a Defaulting Backstop Party and its Related Parties, caused by a Backstop Party Default by such Backstop Party, or (b) to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the willful misconduct or gross negligence of such Indemnified Person.

Section 8.02. *Indemnification Procedure*. Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, challenge, litigation, investigation or proceeding (an "**Indemnified Claim**"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; *provided* that (i) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to such Indemnified Person otherwise than on account of this Article 8. In case any such Indemnified Claims are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof or participation therein, with counsel reasonably acceptable to such Indemnified Person; *provided* that if the parties (including any impleaded parties) to any such Indemnified Claims include both such Indemnified Person and the Indemnifying Party and based on advice of such Indemnified Person's counsel there are legal defenses available to such Indemnified Person that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claims. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election to so assume the defense of such Indemnified Claims with counsel reasonably acceptable to the Indemnified Person, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (A) such Indemnified Person shall have employed separate counsel (in addition to any local counsel) in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood

that all such expenses shall be reimbursed as they occur), (B) the Indemnifying Party shall not have employed counsel reasonably acceptable to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Indemnified Claims, (C) the Indemnifying Party shall have failed or is failing to defend such claim, and is provided written notice of such failure by the Indemnified Person and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice, or (D) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person.

Section 8.03. *Settlement of Indemnified Claims*. The Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected without its written consent (which consent shall not be unreasonably withheld). If any settlement of any Indemnified Claims is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Indemnified Claims, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Indemnifying Party hereunder in accordance with, and subject to the limitations of, the provisions of this Article 8. Notwithstanding anything in this Article 8 to the contrary, if at any time an Indemnified Person shall have requested the Indemnifying Party to reimburse such Indemnified Person for legal or other expenses in connection with investigating, responding to or defending any Indemnified Claims as contemplated by this Article 8, the Indemnifying Party shall be liable for any settlement of any Indemnified Claims effected without its written consent if (i) such settlement is entered into more than forty-five (45) days after receipt by the Indemnifying Party of such request for reimbursement and (ii) the Indemnifying Party shall not have reimbursed such Indemnified Person in accordance with such request prior to the date of such settlement. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall be granted or withheld in the Indemnified Person's sole discretion), effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Person unless (A) such settlement includes an unconditional release of such Indemnified Person in form and substance acceptable to such Indemnified Person from all liability on the claims that are the subject matter of such Indemnified Claims and (B) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

Section 8.04. *Contribution*. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless from Losses that are subject to indemnification pursuant to Section 8.01, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party, on the one hand, and all Indemnified Persons, on the other hand, shall be deemed to be in the same proportion

as (a) the total value received or proposed to be received by the Company pursuant to the issuance and sale of the Unsubscribed Shares and the Rights Offering Shares in the Rights Offering contemplated by this Agreement and the Plan bears to (b) the Put Option Premium paid or proposed to be paid to the Backstop Parties. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based on their comparative or contributory negligence or otherwise to the Indemnifying Parties, any Person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other Person in connection with an Indemnified Claim.

Section 8.05. *Treatment of Indemnification Payments*. All amounts paid by the Indemnifying Party to an Indemnified Person under this Article 8 shall, to the extent permitted by applicable Law, be treated as adjustments to the Purchase Price for all Tax purposes. The provisions of this Article 8 are an integral part of the transactions contemplated by this Agreement and without these provisions the Backstop Parties would not have entered into this Agreement, and the obligations of the Company under this Article 8 shall constitute allowed administrative expenses of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code and are payable without further Order of the Bankruptcy Court, and the Company may comply with the requirements of this Article 8 without further Order of the Bankruptcy Court.

Section 8.06. *No Survival*. All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing Date except for covenants and agreements that by their terms are to be satisfied after the Closing Date, which covenants and agreements shall survive until satisfied in accordance with their terms. Notwithstanding the foregoing, the indemnification and other obligations of the Company pursuant to this Article 8 and the other obligations set forth in Section 9.02 shall survive the Closing Date until the latest date permitted by applicable Law and, if applicable, be assumed by Reorganized C&J and its Subsidiaries.

ARTICLE 9
TERMINATION

Section 9.01. *Termination Rights*. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date (including at any time prior to entry of the BCA Consummation Approval Order and the Confirmation Order):

(a) by mutual written consent of the Company and the Required Backstop Parties;

(b) pursuant to Section 2.03(a), by (x) the Company by written notice to each Backstop Party or (y) the Required Backstop Parties by written notice to the Company;

(c) by the Company by written notice to each Backstop Party or by the Required Backstop Parties by written notice to the Company if any Law or Order shall have been enacted, adopted or issued by any Governmental Entity, that prohibits the

implementation of the Plan or the Rights Offering or the transactions contemplated by this Agreement or the other Transaction Agreements;

(d) by the Required Backstop Parties upon written notice to the Company if:

(i) the Bankruptcy Court has not entered the BCA Consummation Approval Order on or prior to February 28, 2017 (it being understood that this Agreement will not be binding on the Company until the entry of the BCA Consummation Approval Order);

(ii) either of the BCA Consummation Approval Order or the Confirmation Order is reversed, dismissed or vacated or is modified or amended after entry in a manner that is not acceptable to the Required Backstop Parties;

(iii) (A) the Debtors file any pleading or document with the Bankruptcy Court with respect to an Alternate Transaction, (B) the Bankruptcy Court approves or authorizes an Alternate Transaction at the request of any party in interest, (C) there shall have been a Change of Recommendation or (D) the Company or any of its Subsidiaries enters into any Contract or written agreement in principle providing for the consummation of any Alternate Transaction (such Contract or written agreement in principle, an "**Alternate Transaction Agreement**"), or (E) there has been a public announcement of any of the foregoing;

(iv) the Company or the other Debtors shall have breached any representation, warranty, covenant or other agreement made by the Company or the other Debtors in this Agreement or any such representation and warranty shall have become inaccurate after the date of this Agreement, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 7.01(m) or Section 7.01(n), if continuing on the Closing Date, being satisfied and such breach or inaccuracy is not cured by the Company or the other Debtors by the earlier of (A) the tenth (10th) Business Day after the giving of notice thereof to the Company by any Backstop Party and (B) the third (3rd) Business Day prior to the Outside Date; *provided* that the Backstop Parties shall not have the right to terminate this Agreement pursuant to this Section 9.01(d)(iv) if they are then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 7.03 being satisfied;

(v) the Company shall have materially breached its obligations under Section 6.06 of this Agreement;

(vi) the RSA has been terminated in accordance with its terms or through a willful or material breach by the Company or the other Debtors of their obligations under the RSA;

(vii) a DIP Facility Event of Default has occurred and is continuing without waiver or not subject to forbearance for more than three (3) Business Days;

(viii) any of the Chapter 11 Proceedings shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered an Order in any of the Chapter 11 Proceedings appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 Proceedings; or

(ix) any facts, conditions, situations or sets of circumstances occur or exist which could, individually or in the aggregate, reasonably be expected to result in or give rise to Material Environmental Liability;

(e) by any Backstop Party (other than a Defaulting Backstop Party) if the Closing Date has not occurred by 11:59 p.m., New York City time on February 28, 2017 (the "**Outside Date**"); *provided* that the Outside Date may be waived or extended with the prior written consent of the Required Backstop Parties; *provided further* that upon the occurrence of a Backstop Party Default, the Outside Date shall be extended in accordance with Section 2.03(a); *provided further* that if the Closing Date has not occurred by 11:59 p.m., New York City time on July 8, 2017, any Backstop Party may terminate the rights and obligations solely of such Backstop Party under this Agreement, which termination shall not otherwise affect any rights and obligations of, or terminate this Agreement with respect to, any other Backstop Party under this Agreement; or

(f) by the Company upon written notice to each Backstop Party if:

(i) subject to the right of the Backstop Parties to arrange a Backstop Party Replacement in accordance with Section 2.03(a), any Backstop Party shall have breached any representation, warranty, covenant or other agreement made by such Backstop Party in this Agreement or any such representation and warranty shall have become inaccurate after the date of this Agreement, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 7.03(g) or Section 7.03(h), if continuing on the Closing Date, being satisfied and such breach or inaccuracy is not cured by such Backstop Party by the earlier of (1) the tenth (10^{th}) Business Day after the giving of notice thereof to such Backstop Party by the Company and (2) the third (3^{rd}) Business Day prior to the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.01(f) if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 7.01 being satisfied; or

(ii) the Company or any of its Subsidiaries enters into any Alternate Transaction Agreement, the Bankruptcy Court approves or authorizes an Alternate Transaction at the request of the Company or any of its Subsidiaries or any Affiliate of the Company files a motion to propose or approve any actual or

proposed Alternate Transaction (or any public announcement of the foregoing); *provided* that the Company may only terminate this Agreement pursuant to this Section 9.01(f)(ii) if the Company has not breached any of its obligations under Section 6.06.

Section 9.02. *Effect of Termination*.

(a) Upon termination pursuant to this Article 9, this Agreement shall forthwith become void and there shall be no further obligations or liabilities on the part of the Debtors or the Backstop Parties; *provided* that (i) the obligations of the Debtors to pay the Expense Reimbursement pursuant to Article 3, to satisfy their indemnification obligations pursuant to Article 8, and to pay the Put Option Premium pursuant to Section 9.02(b) shall survive the termination of this Agreement indefinitely and shall remain in full force and effect, (ii) the provisions set forth in Article 10 shall survive the termination of this Agreement in accordance with their terms and (iii) subject to Section 10.10 and Section 2.03(d), nothing in this Section 9.02 shall relieve any Party from liability for any willful or intentional breach of this Agreement. For purposes of this Agreement, "willful or intentional breach" shall mean a breach of this Agreement that is a consequence of an act undertaken by the breaching party with the knowledge (actual or constructive) that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

(b) Upon termination of this Agreement pursuant to Section 9.01 (other than any termination of this Agreement pursuant to Section 9.01(a), Section 9.01(b) or Section 9.01(f)(i)), the Debtors shall pay cash in the amount of the Put Option Premium to the Backstop Parties or their designees based upon their respective Backstop Commitment Percentages, by wire transfer of immediately available funds to such accounts as the Required Backstop Parties may designate, within two (2) Business Days of such termination.

ARTICLE 10
GENERAL PROVISIONS

Section 10.01. *Notices*. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or e-mail, mailed by registered or certified mail (return receipt requested) or delivered by an express courier to the Parties, and shall be deemed effective when received, at the following addresses (or at such other address for a Party as will be specified by like notice):

(a) If to the Company:

C&J Energy Services Ltd.
3990 Rogerdale Road
Houston, Texas 77042
Attention: General Counsel
E-mail address: danielle.hunter@cjes.com

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

Kirkland & Ellis LLP
600 Travis Street, Suite 3300
Houston, Texas 77002
Attention: Matthew R. Pacey, P.C.
E-mail address: matt.pacey@kirkland.com

(b) If to a Backstop Party:

To the address set forth on such Backstop Party's signature page with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Timothy Graulich, Stephen Salmon
E-mail addresses: timothy.graulich@davispolk.com,
stephen.salmon@davispolk.com

or such other address as may have been furnished by a Party to each of the other Parties by notice given in accordance with the requirements set forth above.

Any notice given by personal delivery, mail, facsimile, e-mail or courier shall be effective when received.

Section 10.02. *Assignment; Third Party Beneficiaries*. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company and the Backstop Parties, other than an assignment by a Backstop Party expressly permitted by Section 2.03, 2.06, 6.08, 6.09, 7.02 or 10.07 or any other provision of this Agreement and any purported assignment in violation of this Section 10.02 shall be void *ab initio*. Except as provided in Article 8 with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person other than the Parties any rights or remedies under this Agreement.

Section 10.03. *Prior Negotiations; Entire Agreement*.

(a) This Agreement (including the agreements attached as Exhibits to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, except that the Parties hereto acknowledge that any Backstop Party Confidentiality Agreements heretofore executed will continue in full force and effect.

(b) Notwithstanding anything to the contrary in the Plan (including any amendments, supplements or modifications thereto) or the Confirmation Order (and any amendments, supplements or modifications thereto) or an affirmative vote to accept the Plan submitted by any Backstop Party, nothing contained in the Plan (including any amendments, supplements or modifications thereto) or Confirmation Order (including any amendments, supplements or modifications thereto) shall alter, amend or modify the rights of the Backstop Parties under this Agreement unless such alteration, amendment or modification has been made in accordance with Section 10.07.

Section 10.04. *Governing Law; Venue*. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. THE PARTIES CONSENT AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTES ARISE IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURT. THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT. EACH OF THE PARTIES HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY THE BANKRUPTCY COURT OR (III) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN THE BANKRUPTCY COURT IS BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

Section 10.05. *Waiver of Jury Trial*. EACH PARTY HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY JURISDICTION IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE AMONG THE PARTIES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Section 10.06. *Counterparts*. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 10.07. *Waivers and Amendments; Rights Cumulative*. This Agreement may be amended, restated, modified, or changed only by a written instrument signed by

the Debtors and the Required Backstop Parties (other than a Defaulting Backstop Party); *provided* that each Backstop Party's prior written consent shall be required for any amendment that would have the effect of: (i) modifying such Backstop Party's Backstop Commitment Percentage, (ii) increasing the Purchase Price to be paid in respect of the Unsubscribed Shares, (iii) changing the terms of or conditions to the payment of the Put Option Premium; (iv) changing any termination rights as set forth in Article 9, (v) changing any provision of this Section 10.07, (vi) changing any provision of the definition of "Required Backstop Parties" or (vii) otherwise disproportionately or materially adversely affecting such Backstop Party. The terms and conditions of this Agreement (other than the conditions set forth in Sections 7.01 and 7.03, the waiver of which shall be governed solely by Article 7) may be waived (x) by the Debtors only by a written instrument executed by the Company and (y) by the Required Backstop Parties only by a written instrument executed by all of the Required Backstop Parties. Notwithstanding anything to the contrary contained in this Agreement, the Backstop Parties may agree, among themselves, to reallocate their Backstop Commitment Percentages, without any consent or approval of any other Party; *provided*, *however*, for the avoidance of doubt any such agreement among the Backstop Parties shall require the prior written consent or approval of all Backstop Parties affected by such reallocation. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. Except as otherwise provided in this Agreement, the rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

Section 10.08. *Headings*. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 10.09. *Specific Performance*. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 10.10. *Damages*. Notwithstanding anything to the contrary in this Agreement, none of the Parties will be liable for, and none of the Parties shall claim or seek to recover, any punitive, special, indirect or consequential damages or damages for lost profits.

Section 10.11. *No Reliance*. No Backstop Party or any of its Related Parties shall have any duties or obligations to the other Backstop Parties in respect of this Agreement, the Plan or the transactions contemplated hereby or thereby, except those expressly set forth herein. Without limiting the generality of the foregoing, (a) no Backstop Party or any of its Related Parties shall be subject to any fiduciary or other implied duties to the other Backstop Parties, (b) no Backstop Party or any of its Related Parties shall have any duty to take any discretionary action or exercise any discretionary powers on behalf of any other Backstop Party, (c) (i) no Backstop Party or any of its Related Parties shall have any duty to the other Backstop Parties to obtain, through the exercise of diligence or otherwise, to investigate, confirm, or disclose to the other Backstop Parties any information relating to the Company or any of its Subsidiaries that may have been communicated to or obtained by such Backstop Party or any of its Affiliates in any capacity and (ii) no Backstop Party may rely, and confirms that it has not relied, on any due diligence investigation that any other Backstop Party or any Person acting on behalf of such other Backstop Party may have conducted with respect to the Company or any of its Affiliates or any of their respective securities and (d) each Backstop Party acknowledges that no other Backstop Party is acting as a placement agent, initial purchaser, underwriter, broker or finder with respect to its Unsubscribed Shares or Backstop Commitment Percentage of its Backstop Commitment.

Section 10.12. *Publicity*. At all times prior to the Closing Date or the earlier termination of this Agreement in accordance with its terms, the Company and the Backstop Parties shall consult with each other prior to issuing any press releases (and provide each other a reasonable opportunity to review and comment upon such release) or otherwise making public announcements with respect to the transactions contemplated by this Agreement.

Section 10.13. *Settlement Discussions*. This Agreement and the transactions contemplated herein are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding, except to the extent filed with, or disclosed to, the Bankruptcy Court in connection with the Chapter 11 Proceedings (other than a proceeding to approve or enforce the terms of this Agreement).

[*Signature Pages Follow*]

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

C&J ENERGY SERVICES LTD.

By: _____

Name: Danielle Hunter
Title: Executive Vice President and General Counsel

[BACKSTOP SIGNATORIES]

By: _____
Name:
Title:

Schedule 1

Backstop Commitment Percentages

Backstop Party	Backstop Commitment Percentage

Schedule 2

Beneficially Controlled Votable Claims

Backstop Party or Affiliate	Allowed Lender Claims	Interests in C&J Energy

Exhibit A

Form of Joinder Agreement

JOINDER AGREEMENT

Reference is made to the Backstop Commitment Agreement, dated as of [●] (as amended from time to time, the "Agreement") among C&J Energy Services Ltd. and the Backstop Parties party thereto. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

The undersigned hereby confirms that all of the representations and warranties in Article 5 of the Agreement are accurate and agrees to be bound by all of the obligations of the Backstop Parties set forth in the Agreement, including Section 6.08 and Section 6.09 thereto, as if it were an original party thereto.

Sections 10.04 and 10.05 of the Agreement are hereby incorporated herein as if set forth herein in their entirety.

IN WITNESS WHEREOF, the undersigned has caused this joinder agreement to be duly executed and delivered as of [DATE].

[ ]

By:

By: _____
Name:
Title:

Exhibit B

Form of Registration Rights Agreement

EXHIBIT G

Form of Warrant Agreement

The form of Warrant Agreement included in this **Exhibit G** remains subject to review and comment by the Committee and is being filed as part of the Plan Supplement pending approval thereby. In addition, certain documents, or portions thereof, contained in this **Exhibit G** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

WARRANT AGREEMENT

dated as of [●]

between

[COMPANY][1]

and

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

as Warrant Agent

[1] **Note to draft**: The entity will be, on or after the Effective Date (as defined in the Plan), (a) C&J Energy Services Ltd. (which may change its name from C&J Energy Services Ltd. or jurisdiction of incorporation from Bermuda to a name or jurisdiction of incorporation, respectively, that shall be set forth in the Plan Supplement (as defined in the Plan)) or, if applicable, (b) any (i) successor or assign, by merger, consolidation, or otherwise (including any newly established corporation, partnership, or limited liability company) or (ii) other Reorganized Debtor (as defined in the Plan) designated to issue the Common Stock, in each case as set forth in the Plan Supplement.

TABLE OF CONTENTS

PAGE

ARTICLE 1
DEFINITIONS

Section 1.01. *Certain Definitions* 1

ARTICLE 2
ISSUANCE, EXECUTION AND TRANSFER OF WARRANTS

Section 2.01. *Form*.....7
Section 2.02. *Execution and Countersignature*. 8
Section 2.03. *Warrant Register*.....9
Section 2.04. *Transfer and Exchange*.....9
Section 2.05. *Definitive Warrants*.....11
Section 2.06. *Cancellation*.....12
Section 2.07. *CUSIP Numbers*.....12
Section 2.08. *Withholding and Reporting Requirements*.....12
Section 2.09. *Proxies* 13
Section 2.10. *Transfer Restrictions*.....13

ARTICLE 3
EXERCISE AND SETTLEMENT OF WARRANTS

Section 3.01. *Exercise of Warrants* 13
Section 3.02. *Procedure for Exercise* 13
Section 3.03. *Automatic Exercise* 14
Section 3.04. *Settlement of Warrants*.....14
Section 3.05. *Delivery of Common Stock* 14
Section 3.06. *No Fractional Shares to Be Issued* 16
Section 3.07. *Acquisition of Warrants by Company*.....16
Section 3.08. *Certain Calculations*.....16
Section 3.09. *Validity of Exercise*.....16

ARTICLE 4
ADJUSTMENTS

Section 4.01. *Adjustments to Exercise Price* 17
Section 4.02. *Adjustments to Warrant Share Number*.....21
Section 4.03. *Certain Distributions of Rights and Warrants; Shareholder Rights Plans*.....21
Section 4.04. *Other Adjustments*.....23
Section 4.05. *Discretionary Adjustments*.....23
Section 4.06. *Restrictions on Adjustments*.....23
Section 4.07. *Deferral of Adjustments*.....24
Section 4.08. *Reorganizations and Other Changes*.....25

Section 4.09. *Consolidation, Merger and Sale of Assets* 27
Section 4.10. *Common Stock Outstanding* 27
Section 4.11. *Shares Reserved for Issuance on Exercise* 27
Section 4.12. *Calculations Final* 28
Section 4.13. *Notice of Adjustments* 28
Section 4.14. *Statements on Warrants* 28

ARTICLE 5
OTHER PROVISIONS RELATING TO RIGHTS OF WARRANTHOLDERS

Section 5.01. *No Rights as Stockholders* 29
Section 5.02. *Mutilated or Missing Warrant Certificates* 29
Section 5.03. *Modification and Waiver* 29

ARTICLE 6
CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 6.01. *Payment of Certain Taxes* 30
Section 6.02. *Change of Warrant Agent* 31
Section 6.03. *Compensation; Further Assurances* 32
Section 6.04. *Reliance on Counsel* 32
Section 6.05. *Proof of Actions Taken* 33
Section 6.06. *Correctness of Statements* 33
Section 6.07. *Validity of Agreement* 33
Section 6.08. *Use of Agents* 33
Section 6.09. *Liability of Warrant Agent* 33
Section 6.10. *Legal Proceedings* 34
Section 6.11. *Other Transactions in Securities of the Company* 34
Section 6.12. *Actions as Agent* 34
Section 6.13. *Appointment and Acceptance of Agency* 34
Section 6.14. *Successors and Assigns* 34
Section 6.15. *Notices* 34
Section 6.16. *Applicable Law* 36
Section 6.17. *Benefit of this Warrant Agreement* 36
Section 6.18. *Confidentiality* 36
Section 6.19. *Inspection of this Warrant Agreement* 36
Section 6.20. *Headings* 37
Section 6.21. *Counterparts* 37
Section 6.22. *Termination* 37
Section 6.23. *Severability* 37
Section 6.24. *Entire Agreement* 37
Section 6.25. *Force Majeure* 37

EXHIBIT A FORM OF WARRANT CERTIFICATE A-1

WARRANT AGREEMENT

This Warrant Agreement ("**Warrant Agreement**") dated as of [•][2] is between [COMPANY] (the "**Company**"), and AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as warrant agent (the "**Warrant Agent**").

WITNESSETH THAT:

WHEREAS, pursuant to the terms and conditions of the Second Amended Joint Plan of Reorganization, dated November 3, 2016, as the same may be amended, modified or restated from time to time (the "**Plan**") relating to the reorganization under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") of CJ Holding Company and certain of its debtor affiliates, the holders of General Unsecured Claims (as defined in the Plan), the holders of Interests in C&J Energy (as defined in the Plan) and the holders of Subordinated Securities Claims (as defined in the Plan) are to be issued Warrants, exercisable until the Expiration Date, to purchase up to an aggregate of [•]shares (the "**Initial Warrant Shares**") of Common Stock at the Exercise Price specified herein;

WHEREAS, the Warrants have the terms and conditions set forth in this Warrant Agreement (including the Exhibits hereto);

WHEREAS, the Company desires that the Warrant Agent act on behalf of the Company, and the Warrant Agent is willing to act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants; and

WHEREAS, the Warrants and the underlying shares of Common Stock are being offered and sold in reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and any applicable state securities or "blue sky" laws afforded by Section 1145 of the Bankruptcy Code.

NOW THEREFORE in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Certain Definitions*. (a) As used in this Warrant Agreement, the following terms shall have their respective meanings set forth below:

"**$**" refers to such coin or currency of the United States as at any time of payment is legal tender for the payment of public and private debts.

"**Agent Members**" means the securities brokers and dealers, banks and trust companies, clearing organizations and certain other organizations that are participants in the Depositary's system.

---

[2] **Note to draft**: To be dated the Effective Date.

"**Authentication Order**" means a Company Order for authentication and delivery of Warrants.

"**Board of Directors**" means the board of directors of the Company or any committee of such board of directors duly authorized to exercise the power of such board of directors with respect to the matters provided for in this Warrant Agreement as to which the board of directors is authorized or required to act.

"**Business Day**" means any day other than a Saturday or Sunday or other than a day on which banking institutions in New York City, New York are authorized or obligated by law or executive order to close.

"**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Common Stock**" means the common stock, par value $[0.01] per share, of the Company at the date of this Warrant Agreement, subject to Section 4.08.

"**Company Order**" means a written order signed in the name of the Company by an Officer, and delivered to the Warrant Agent.

"**Deemed Liquidation Date**" means the date on which a Deemed Liquidation Event occurs.

"**Deemed Liquidation Event**" means: (i) the effective time of (A) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination) as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets, (B) any share exchange, consolidation or merger of the Company pursuant to which the Common Stock will be converted into cash, securities or other property or assets or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its subsidiaries, taken as a whole, to any Person other than one of the Company's Wholly Owned Subsidiaries; or (ii) the stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; *provided, however*, that neither (x) a transaction described in clause (i)(A) in which the holders of all classes of the Company's Voting Stock immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Voting Stock of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions as such ownership immediately prior to such transaction nor (y) any merger of the Company solely for the purpose of changing the Company's jurisdiction of incorporation, that results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of common stock of the surviving entity shall be a Deemed Liquidation Event.

"**Definitive Warrant**" means a Warrant Certificate in definitive form that is not deposited with the Depositary or with its custodian.

"**Depositary**" means The Depository Trust Company, its nominees, and their respective successors.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Ex-Date**" means, in connection with any dividend, issuance or distribution, the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such dividend, issuance or distribution.

"**Exercise Notice**" means, for any Warrant, the exercise notice set forth on the reverse of the Warrant Certificate, substantially in the form set forth in Exhibit A hereto.

"**Exercise Price**" means, as of the date hereof, $[•] per Warrant, subject to adjustment pursuant to Article 4.

"**Expiration Date**" means, for any Warrant, [•][3], regardless of whether such date is a Trading Day.

"**Fair Market Value**" means, as of a specified date, the per-share price of the Common Stock determined as follows: (i) if the Common Stock is listed on a National Securities Exchange, the VWAP of one share of Common Stock for the thirty (30) Trading Days ending on, and including, the specified date; (ii) if the Common Stock is not then listed on a National Securities Exchange, the VWAP of the Common Stock on the principal over-the-counter quotation system on which such Common Stock trades, measured over the immediately preceding thirty (30) Trading Days in which such Common Stock traded with a minimum volume of 10,000 shares of the Common Stock on each such Trading Day (and such preceding Trading Days need not be consecutive); or (iii) in all other cases, the price reflected in the most recent third-party valuation provided to the Company by a valuation firm or financial advisor retained by the Company (e.g. for valuing stock awards); *provided* that if such valuation is more than six months old or no such valuation has been provided, the Board of Directors shall determine the Fair Market Value in good faith on the basis of such factors as it reasonably determines to be appropriate, including, if the Board of Directors so elects, upon the written advice of a valuation firm or financial advisor; *provided further*, that if the Board of Directors determines in good faith that the application of clauses (i) and (ii) would result in a VWAP based on the trading prices of thinly-traded Common Stock such that the price resulting therefrom may not represent an accurate measurement of the Fair Market Value of such Common Stock, the Board of Directors at its election may apply the provisions of clause (iii) in lieu of the applicable clauses (i) and (ii) with respect to the determination of the Fair Market Value of such Common Stock. Such determination

[3] **Note to draft**: To be dated the seventh annual anniversary of the Effective Date.

by the Board of Directors shall be conclusive, final and binding on the Company and the Warrantholders.

If during a period applicable for calculating Fair Market Value, an issuance, distribution, subdivision, combination or other transaction or event occurs that requires an adjustment to the Exercise Price or the Warrant Share Number pursuant to Article 4 hereof, the Fair Market Value shall be calculated for such period in a manner determined by the Company to appropriately reflect the impact of such issuance, distribution, subdivision or combination on the price of the Common Stock during such period.

"**National Securities Exchange**" means The New York Stock Exchange, the NYSE MKT, the NASDAQ Global Market, the NASDAQ Global Select Market, the NASDAQ Capital Market or another U.S. national securities exchange.

"**Net Share Settlement**" means the settlement method pursuant to which an exercising Warrantholder shall be entitled to receive from the Company, for each Warrant exercised, a number of shares of Common Stock equal to the Net Share Amount without any payment therefor.

"**Number of Warrants**" means, for a Warrant Certificate, the "Number of Warrants" specified on the face of such Warrant Certificate (or, in the case of a Global Warrant, on Schedule A to such Warrant Certificate).

"**Officer**" means the Company's Chief Executive Officer, President or Chief Financial Officer.

"**Officer's Certificate**" means a certificate signed by an Officer.

"**Open of Business**" means 9:00 a.m., New York City time.

"**Person**" means an individual, partnership, firm, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"**Record Date**" means, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

"**Settlement Date**" means, in respect of a Warrant that is exercised hereunder, the third Trading Day immediately following the Exercise Date for such Warrant.

"**subsidiary**" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled

(without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more subsidiaries of such Person; or (iii) one or more subsidiaries of such Person.

"**Trading Day**" means (i) if the applicable security is listed on a National Securities Exchange, a day on which trades may be made thereon or (ii) if the applicable security is not listed on a National Securities Exchange, a day on which the principal over-the-counter quotation system on which such security trades is open for business or (iii) if the applicable security is not so listed or traded, any Business Day.

"**Trading Day Closing Sale Price**" means, as of a specified date, (i) the last reported per-share sale price of a share of Common Stock (or such other Capital Stock or equity interest pursuant to Section 4.01(c)) on such date (or, if no last reported sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices on such date) as reported on a National Securities Exchange, or if the Common Stock or such other security is not listed on a National Securities Exchange, as reported by the principal over-the-counter quotation system on which the Common Stock or such other security is then listed or quoted; or (ii) if the Common Stock (or such other Capital Stock or equity interest pursuant to Section 4.01(c)) is not so listed or quoted, the price for such security reflected in the most recent third-party valuation provided to the Company by a valuation firm or financial advisor retained by the Company; *provided* that if such valuation is more than six months old or no such valuation has been provided, the Board of Directors shall determine the Trading Day Closing Sale Price in good faith on the basis of such factors as it reasonably determines to be appropriate, including, if the Board of Directors so elects, upon the written advice of a valuation firm or financial advisor. Such determination by the Board of Directors shall be conclusive, final and binding on the Company and the Warrantholders.

If during a period applicable for calculating the Trading Day Closing Sale Price, an issuance, distribution, subdivision, combination or other transaction or event occurs that requires an adjustment to the Exercise Price or the Warrant Share Number pursuant to Article 4 hereof, the Trading Day Closing Sale Price shall be calculated for such period in a manner determined by the Company to appropriately reflect the impact of such issuance, distribution, subdivision or combination on the price of the Common Stock (or such other Capital Stock or equity interest pursuant to Section 4.01(c)) during such period.

"**Voting Stock**" means Capital Stock having the right to vote for the election of directors under ordinary circumstances.

"**VWAP**" means the volume-weighted average price, which shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

"**Warrant**" means a warrant of the Company exercisable for the Warrant Share Number at the Exercise Price as provided herein, and issued pursuant to this Warrant Agreement with the terms, conditions and rights set forth in this Warrant Agreement.

"**Warrant Certificate**" means any fully registered certificate (including a Global Warrant) issued by the Company and authenticated by the Warrant Agent under this Warrant Agreement evidencing Warrants, in the form attached as Exhibit A hereto.

"**Warrant Share Number**" means the number of shares of Common Stock into which each Warrant is exercisable. The initial Warrant Share Number is one, subject to adjustment pursuant to Article 4.

"**Warrantholder**" means each Person in whose name Warrants are registered in the Warrant Register.

"**Wholly Owned Subsidiaries**" means, with respect to any Person, any subsidiary of such Person, except that, solely for purposes of this definition, the reference to "more than 50%" in the definition of "subsidiary" shall be deemed replaced by a reference to "100%".

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Adjustment Event	Section 4.07
Automatic Exercise Time	Section 3.03(a)
Bankruptcy Code	Recitals
Clause A Distribution	Section 4.01(d)
Clause B Distribution	Section 4.01(d)
Clause C Distribution	Section 4.01(d)
Company	Recitals
Determination Date	Section 4.07
Distributed Property	Section 4.01(c)
Exercise Date	Section 3.02(b)
Global Warrant	Section 2.01(a)
Initial Warrant Shares	Recitals
Net Share Amount	Section 3.04
Plan	Recitals
Reference Property	Section 4.08(a)
Reorganization	Section 4.08(a)
Securities Act	Recitals
Successor Entity	Section 4.09(a)
Trigger Event	Section 4.03
Unit of Reference Property	Section 4.08(a)
Unit Value	Section 4.08(c)
Valuation Period	Section 4.01(c)
Warrant Agent	Recitals

Warrant Agreement	Recitals
Warrant Register	Section 2.03

ARTICLE 2
ISSUANCE, EXECUTION AND TRANSFER OF WARRANTS

Section 2.01. *Form*. (a) Except as provided in Section 2.04 or Section 2.05, Warrants issued upon any transfer or exchange thereof shall be issued in the form of one or more permanent global Warrants in fully registered form with the global securities legend set forth in the form of Warrant Certificate attached as Exhibit A hereto (each, a "**Global Warrant**"), which shall be deposited on behalf of the Company with the Depositary, or its custodian, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Company and countersigned by the Warrant Agent as hereinafter provided.

(b) This Section 2.01(b) shall apply only to a Global Warrant deposited with or on behalf of the Depositary.

(i) The Company shall execute and the Warrant Agent shall, in accordance with Section 2.02, countersign, either by manual or facsimile signature, and deliver one or more Global Warrants that (A) shall be registered in the name of the Depositary or the nominee of the Depositary and (B) shall be delivered by the Warrant Agent to the Depositary or pursuant to the Depositary's instructions or held by its custodian. Each Global Warrant shall be dated the date of its countersignature by the Warrant Agent.

(ii) Agent Members shall have no rights under this Warrant Agreement with respect to any Global Warrant held on their behalf by the Depositary or by the custodian of the Depositary or under such Global Warrant except to the extent set forth herein or in a Warrant Certificate, and the Depositary may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Global Warrant for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (A) prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or (B) impair, as between the Depositary and the Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Warrant. The rights of beneficial owners in a Global Warrant shall be exercised through the Depositary subject to the applicable procedures of the Depositary except to the extent set forth herein or in a Warrant Certificate.

(c) Except as provided in Section 2.04 or Section 2.05, owners of beneficial interests in Global Warrants will not be entitled to receive physical delivery of Definitive Warrants.

(d) Warrant Certificates shall be in substantially the form attached as Exhibit A hereto and shall be typed, printed, lithographed or engraved or produced by any combination of such methods or produced in any other manner permitted by the rules of any securities exchange on which the Warrants may be listed, all as determined by the Officer or Officers executing such Warrant Certificates, as evidenced by their execution thereof. Any Warrant Certificate shall have such insertions as are appropriate or required or permitted by this Warrant Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements, stamped, printed, lithographed or engraved thereon, (i) as the Company may deem appropriate and as are not inconsistent with the provisions of this Warrant Agreement (and which insertions, letters, numbers, marks of identification, legends or endorsements do not affect the rights, duties, immunities or obligations of the Warrant Agent), (ii) such as may be required to comply with this Warrant Agreement, any applicable law or any rule of any securities exchange on which the Warrants may be listed, and (iii) such as may be necessary to conform to customary usage.

Section 2.02. *Execution and Countersignature*. (a) At least one Officer shall sign the Warrant Certificates for the Company by manual or facsimile signature. If an Officer whose signature is on a Warrant Certificate no longer holds that office at the time the Warrant Agent countersigns the Warrant Certificate, the Warrants evidenced by such Warrant Certificate shall be valid nevertheless.

(b) The Warrant Agent shall initially countersign, either by manual or facsimile signature, and deliver Warrant Certificates evidencing in the aggregate a Number of Warrants equal to the number of Initial Warrant Shares (subject to adjustment from time to time as described herein) upon receipt of an Authentication Order. Such Authentication Order shall specify the number of Warrants to be evidenced on the Warrant Certificate to be countersigned, the date on which such Warrant Certificate is to be countersigned and the number of Warrants then authorized. Each Warrant Certificate shall be dated the date of its countersignature by the Warrant Agent.

(c) At any time and from time to time after the execution of this Warrant Agreement, the Warrant Agent shall upon receipt of an Authentication Order countersign, by either manual or facsimile signature, and issue a Warrant Certificate evidencing the number of Warrants specified in such Authentication Order; *provided* that the Warrant Agent shall be entitled to receive, in connection with such countersignature of Warrants described in this Section 2.02(c), an Officer's Certificate of the Company to the effect that issuance and execution of such Warrants is authorized or permitted by this Warrant Agreement. Such Authentication Order of the Company shall specify the number of Warrants to be evidenced on the Warrant Certificate to be countersigned, the date on which such Warrant Certificate is to be countersigned and the number of Warrants then authorized. Each Warrant Certificate shall be dated the date of its countersignature by the Warrant Agent.

(d) The Warrants evidenced by a Warrant Certificate shall not be valid until an authorized signatory of the Warrant Agent countersigns the Warrant Certificate either manually or by facsimile signature. Such signature shall be solely for the purpose of

authenticating the Warrant Certificate and shall be conclusive evidence that the Warrant Certificate so countersigned has been duly authenticated and issued under this Warrant Agreement. Countersigned Warrant Certificates may be delivered, notwithstanding the fact that the persons or any one of them who countersigned the Warrants shall have ceased to be proper signatories prior to the delivery of such Warrants or were not proper signatories on the date of this Warrant Agreement.

Section 2.03. *Warrant Register*. The Warrants shall be issued in registered form only. The Warrant Agent shall keep a register (the "**Warrant Register**") of the Warrant Certificates and of their transfer and exchange. The Warrant Register shall show the names and addresses of the respective Warrantholders and the date and number of Warrants evidenced on the face of each of the Warrant Certificates, and record all exchanges, exercise, cancellation and transfers of the Warrants. The holder of any Global Warrant will be the Depositary or a nominee of the Depositary in whose name the Global Warrant is registered. The Warrant holdings of Agent Members will be recorded on the books of the Depositary. The beneficial interests in the Global Warrant held by customers of Agent Members will be reflected on the books and records of such Agent Members and will not be known to the Warrant Agent, the Company or to the Depositary. Any Warrant Certificate may be surrendered for transfer, cancellation, exchange or exercise, in accordance with its terms, at the office of the Warrant Agent designated for such purpose. The Company and the Warrant Agent may deem and treat any Person in whose name a Warrant Certificate is registered in the Warrant Register as the absolute owner of such Warrant Certificate for all purposes whatsoever and neither the Company nor the Warrant Agent shall be affected by notice to the contrary.

Section 2.04. *Transfer and Exchange*. (a)(i) The transfer and exchange of Global Warrants or beneficial interests therein shall be effected through the book-entry system maintained by the Depositary, in accordance with this Warrant Agreement and the Warrant Certificates and the procedures of the Depositary therefor.

(ii) Notwithstanding any other provisions of this Warrant Agreement (other than the provisions set forth in Section 2.05), a Global Warrant may only be transferred as a whole, and not in part, and only by (A) the Depositary, to a nominee of the Depositary, (B) a nominee of the Depositary, to the Depositary or another nominee of the Depositary, or (C) the Depositary or any such nominee to a successor Depositary or its nominee.

(iii) In the event that a Global Warrant is exchanged and transferred for Definitive Warrants pursuant to Section 2.05, such Warrants may be exchanged only in accordance with this Section 2.04 and the requirements of any Warrant Certificate and such other procedures as may from time to time be adopted by the Company that are not inconsistent with the terms of this Warrant Agreement or of any Warrant Certificate.

(b) At such time as all beneficial interests in a Global Warrant have been exchanged for Definitive Warrants, repurchased or canceled, such Global Warrant shall be returned by the Depositary for cancellation or retained and canceled by the Warrant

Agent. At any time prior to such cancellation, if any beneficial interest in a Global Warrant is transferred or exchanged for Definitive Warrants, repurchased, exercised or canceled, the number of Warrants represented by such Global Warrant shall be reduced and the Warrant Agent shall make an adjustment on its books and records to reflect such reduction; *provided* that, in the case of an adjustment on account of an exercise of Warrants, the Warrant Agent shall have no duty or obligation to make such adjustment until it has received notice from the Warrantholder of the amount thereof.

(c) (i) To permit registrations of transfers and exchanges, the Company shall execute and the Warrant Agent shall countersign, either by manual or facsimile signature, Global Warrants and Definitive Warrants as required pursuant to the provisions of Section 2.02 and this Section 2.04. A transferor of a Global Warrant or a Definitive Warrant shall deliver to the Warrant Agent a written instruction of transfer in form reasonably satisfactory to the Warrant Agent, duly executed by the Warrantholder thereof or by his attorney, duly authorized in writing. Additionally, prior to registration of any transfer or exchange of a Warrant, the requirements for the Warrant issued upon such transfer or exchange to be issued in a name other than the registered Warrantholder shall be met. Such requirements include, *inter alia*, a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association (at a guarantee level reasonably acceptable to the Company's transfer agent), and any other reasonable evidence of authority that may be required by the Warrant Agent. Upon satisfaction of the conditions in this clause (i), the Warrant Agent shall, in accordance with such instructions, register the transfer or exchange of the relevant Global Warrant or Definitive Warrant.

(ii) No service charge shall be made to a Warrantholder for any registration of transfer or exchange, but the Company may require payment from a Warrantholder of a sum sufficient to cover any transfer tax, assessments or similar governmental charge payable in connection therewith. The Warrant Agent shall have no duty or obligation under this Warrant Agreement requiring the payment of taxes, assessments, and/or governmental charges unless and until the Warrant Agent is satisfied that all such taxes, assessments, and/or governmental charges have been paid.

(iii) All Warrants issued upon any transfer or exchange pursuant to the terms of this Warrant Agreement shall be the valid obligations of the Company, entitled to the same benefits under this Warrant Agreement as the Warrants surrendered upon such transfer or exchange.

(d) (i) The Warrant Agent shall have no responsibility or obligation to any beneficial owner of a Global Warrant, any Agent Member or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Warrants or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than the Depositary) of any notice or the payment of any amount, under or with respect to such Warrants. All notices and communications to be given to the Warrantholders and all payments to be made to Warrantholders under the Warrants shall be given or made only

to or upon the order of the registered Warrantholders (which shall be the Depositary or its nominee in the case of a Global Warrant). Except as set forth in the Warrant Certificate, the rights of beneficial owners in any Global Warrant shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Warrant Agent may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(ii) The Warrant Agent shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Warrant Agreement or under applicable law with respect to any transfer of any interest in any Warrant (including any transfer between or among the Agent Members or beneficial owners in any Global Warrant) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Warrant Agreement and the Warrant Certificate, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.05. *Definitive Warrants*. (a) Beneficial interests in a Global Warrant deposited with the Depositary or with its custodian pursuant to Section 2.01 shall be transferred to each beneficial owner thereof in the form of Definitive Warrants evidencing a number of Warrants equivalent to such owner's beneficial interest in such Global Warrant, in exchange for such Global Warrant, only if such transfer complies with Section 2.04 and (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such Global Warrant or if at any time the Depositary ceases to be a "clearing agency" registered under the Exchange Act and, in each such case, a successor Depositary is not appointed by the Company within 90 days of such notice, (ii) the Company, in its sole discretion, notifies the Warrant Agent in writing that it elects to cause the issuance of Definitive Warrants under this Warrant Agreement in accordance with the applicable rules and procedures of the Depositary, or (iii) the Company shall be adjudged a bankrupt or insolvent or make an assignment for the benefit of its creditors or institute proceedings to be adjudicated a bankrupt or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under federal bankruptcy laws or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or custodian of all or any substantial part of its property, or shall admit in writing its inability to pay or meet its debts as they mature, or if a receiver or custodian of it or all or any substantial part of its property shall be appointed, or if a public officer shall have taken charge or control of the Company or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation.

(b) Any Global Warrant that is to be exchanged, in whole or in part, for Definitive Warrants pursuant to this Section 2.05 shall be surrendered by the Depositary to the Warrant Agent, to be so exchanged, in whole or from time to time in part, without charge, and the Warrant Agent shall countersign, either by manual or facsimile signature, and deliver to each beneficial owner of such Global Warrant (or, in the case of Section 2.05(a)(ii), to each beneficial owner requesting such an exchange) in the name of such beneficial owner, Definitive Warrants evidencing a number of Warrants equivalent to

such beneficial owner's beneficial interest in the Global Warrant. The Warrant Agent shall register such exchange in the Warrant Register, and if the entire Global Warrant has been exchanged for Definitive Warrants the surrendered Global Warrant shall be cancelled by the Warrant Agent.

(c) All Definitive Warrants issued upon transfer pursuant to this Section 2.05 shall be the valid obligations of the Company, evidencing the same obligations of the Company and entitled to the same benefits under this Warrant Agreement and the Global Warrant surrendered upon such transfer.

(d) In the event of the occurrence of any of the events specified in Section 2.05(a), the Company will promptly make available to the Warrant Agent a reasonable supply of Definitive Warrants in definitive, fully registered form.

(e) Neither the Company nor the Warrant Agent will be liable or responsible for any registration or transfer of any Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary.

Section 2.06. *Cancellation*. In the event the Company shall purchase or otherwise acquire Definitive Warrants, the same shall thereupon be delivered to the Warrant Agent for cancellation. The Warrant Agent and no one else shall cancel and destroy all Warrant Certificates surrendered for transfer, exchange, replacement, exercise or cancellation and deliver a certificate of such destruction to the Company unless the Company directs the Warrant Agent to deliver any canceled Warrant Certificates to the Company. The Company may not issue new Warrant Certificates to replace Warrant Certificates to the extent they evidence Warrants that have been exercised or Warrants that the Company has purchased or otherwise acquired.

Section 2.07. *CUSIP Numbers*. In issuing the Warrants, the Company may use CUSIP numbers (if then generally in use) and, if so, the Warrant Agent shall use CUSIP numbers in notices as a convenience to Warrantholders; *provided* that any such notice may state that no representation is made as to the correctness of such CUSIP numbers either as printed on the Warrant Certificates or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Warrant Certificates.

Section 2.08. *Withholding and Reporting Requirements*. The Company shall comply with all applicable tax withholding and reporting requirements imposed by any governmental unit, and all distributions, including deemed distributions, pursuant to the Warrants will be subject to applicable withholding and reporting requirements. Notwithstanding any provision to the contrary, the Company will be authorized to (i) take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements, (ii) apply a portion of any cash distribution to be made under the Warrants to pay applicable withholding taxes, (iii) liquidate a portion of any non-cash distribution to be made under the Warrants to generate sufficient funds to pay applicable withholding taxes or (iv) establish any other mechanisms the Company believes are reasonable and appropriate, including requiring holders to submit appropriate tax and

withholding certifications (such as IRS Forms W-9 and the appropriate IRS Forms W-8, as applicable) as a condition of receiving the benefit of any adjustment pursuant to Article 4.

Section 2.09. *Proxies*. The registered Warrantholder, including each Depositary that is the Warrantholder of a Global Warrant, may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold beneficial interests through Agent Members, to take any action that a Warrantholder is entitled to take under this Warrant Agreement or the Warrants, and each Depositary that is a Warrantholder of a Global Warrant may provide its proxy or proxies to Agent Members or to the owners of beneficial interests in any such Global Warrant through such Depositary's standing instructions and customary practices.

Section 2.10. *Transfer Restrictions*. The Warrants and the underlying shares of Common Stock are being offered and sold pursuant to an exemption from the registration requirements of Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code, and to the extent that any Warrantholder or beneficial owner of a Warrant is an "underwriter" as defined in Section 1145(b)(1) of the Bankruptcy Code, such Warrantholder or beneficial owner, as applicable, may not be able to sell or transfer any Warrants in the absence of an effective registration statement under the Securities Act or an exemption from registration thereunder. By accepting a transfer of a Warrant, the Warrantholder or beneficial owner, as applicable, acknowledges the restrictions set forth herein.

ARTICLE 3
EXERCISE AND SETTLEMENT OF WARRANTS

Section 3.01. *Exercise of Warrants*. At any time prior to the Close of Business on the Expiration Date, an individual Warrantholder shall be entitled to exercise, in accordance with this Article 3, the full Number of Warrants represented by any Warrant Certificate then registered in such individual Warrantholder's name or any portion thereof. Any Warrants not exercised prior to such time shall expire unexercised.

Section 3.02. *Procedure for Exercise*. (a) To exercise a Warrant (i) in the case of a Definitive Warrant, the Warrantholder must surrender the Warrant Certificate evidencing such Warrant at the principal office of the Warrant Agent (or successor Warrant Agent), with the Exercise Notice set forth on the reverse of the Warrant Certificate duly completed and executed, together with payment of any applicable transfer taxes as set forth in Section 6.01(b), or (ii) in the case of a Global Warrant, the Warrantholder must comply with the procedures established by the Depositary for the exercise of Warrants.

(b) The date on which (i) a Warrantholder complies with the requirements for exercise set forth in this Section 3.02 in respect of a Warrant or (ii) the Automatic Exercise Time for any automatic exercise set forth in Section 3.03 in respect of a Warrant occurs is the "**Exercise Date**" for such Warrant. However, if such date is not a Trading

Day or the Warrantholder satisfies such requirements after the Close of Business on a Trading Day, then the Exercise Date shall be the immediately succeeding Trading Day.

Section 3.03. *Automatic Exercise*. (a) Notwithstanding any other provision of this Warrant Agreement, in the case of a Deemed Liquidation Event, all Warrants outstanding as of the Close of Business on the Trading Day immediately preceding the Deemed Liquidation Date (the "**Automatic Exercise Time**") shall be deemed exercised (even if not surrendered) as of the Automatic Exercise Time and settled as set forth in Section 3.04 below. For the avoidance of doubt, no Warrant shall remain outstanding or exercisable after the Automatic Exercise Time and each Person in whose name any shares of Common Stock are issued as a result of this Section 3.03 shall for all purposes be deemed to have become the holder of record of such shares as of the Automatic Exercise Time.

(b) The Company shall promptly notify the Warrantholders and the Warrant Agent of any automatic exercise pursuant to this Section 3.03 and the number of shares of Common Stock, if any, issuable to each Warrantholder as a result of such automatic exercise.

Section 3.04. *Settlement of Warrants*. Net Share Settlement shall apply to each Warrant upon exercise of such Warrant. For any Warrants exercised or deemed exercised hereunder, on the Settlement Date for such Warrants, the Company shall cause to be delivered to the Warrantholder, a number of shares of Common Stock (which in no event will be less than zero) (the "**Net Share Amount**") equal to:

$$N = \frac{(S \times W)(A - B)}{A}$$

where:

N = the number of shares of Common Stock to be issued to the Warrantholder, rounded down to the nearest whole share;

W = the number of Warrants being exercised;

S = the Warrant Share Number as of the Exercise Date;

A = the Fair Market Value of one share of Common Stock as of the Exercise Date; and

B = the Exercise Price as of the Exercise Date.

Section 3.05. *Delivery of Common Stock*. (a) In connection with the delivery of shares of Common Stock to an exercising Warrantholder pursuant to Section 3.04, the Warrant Agent shall:

(i) examine the Exercise Notices and all other documents delivered to it by or on behalf of Warrantholders as contemplated hereunder to ascertain

whether or not, on their face, such Exercise Notices and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) where an Exercise Notice or any other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, the Warrant Agent shall endeavor to inform the appropriate parties (including the Person submitting the instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled, so that the Warrant may be properly exercised;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between Exercise Notices received and delivery of Warrants to the Warrant Agent's account;

(iv) inform the Company of (A) the receipt of Exercise Notices and the number of Warrants exercised in accordance with the terms and conditions of this Warrant Agreement, (B) the number of shares of Common Stock underlying the Warrants which were exercised, (C) the instructions with respect to issuance of such shares of Common Stock, subject, in the case of exercise of a Global Warrant, to the timely receipt from the Depositary of the necessary information, (D) the number of Persons who will become holders of record of the Company (who were not previously holders of record) as a result of receiving such shares of Common Stock upon exercise of the Warrants and (E) such other information as the Company shall reasonably require; and (x) if such shares of Common Stock are in book-entry form at the Depositary, the Company shall (or shall cause the transfer agent to) deliver such shares of Common Stock by electronic transfer to such Warrantholder's account, or any other account as such Warrantholder may designate, at the Depositary or at an Agent Member, or (y) if such shares of Common Stock are not in book-entry form at the Depositary, the Company shall (or shall cause the transfer agent to) deliver to or upon the order of such Warrantholder a certificate or certificates, in each case for the number of full shares of Common Stock to which such Warrantholder is entitled, registered in such name or names as may be directed by such Warrantholder;

(v) if the Number of Warrants represented by a Warrant Certificate shall not have been exercised in full, (A) in the case of a Definitive Warrant, deliver a new Warrant Certificate or (B) in the case of a Global Warrant, make the appropriate adjustments in Schedule A of such Global Warrant, in each case, countersigned by the Warrant Agent, for the balance of the number of Warrants represented by the surrendered Global Warrant or Warrant Certificate; and

(vi) provide to the Company, upon the Company's request, the number of Warrants previously exercised, the number of shares of Common Stock issued in connection with such exercises and the number of remaining outstanding Warrants.

(b) Each Person in whose name any shares of Common Stock are issued shall for all purposes be deemed to have become the holder of record of such shares as of the Close of Business on the Exercise Date. However, if any such date is a date when the stock transfer books of the Company are closed, such Person shall be deemed to have become the holder of such shares at the Close of Business on the next succeeding date on which the stock transfer books are open.

(c) Promptly after the Warrant Agent shall have taken the action required above (or at such later time as may be mutually agreeable to the Company and the Warrant Agent), the Warrant Agent shall account to the Company with respect to any Warrants exercised.

Section 3.06. *No Fractional Shares to Be Issued*. (a) Notwithstanding anything to the contrary in this Warrant Agreement, the Company shall not be required to issue any fraction of a share of Common Stock upon exercise of any Warrants. However, if more than one Warrant shall be exercised hereunder at one time by the same Warrantholder, the number of full shares which shall be issuable upon exercise thereof shall be computed on the basis of all Warrants so exercised. If any fraction of a share of Common Stock would, except for the provisions of this Section 3.06, be issuable on the exercise of any Warrant or Warrants, the Company shall round down such fraction to the nearest whole share of Common Stock. If, pursuant to this Section 3.06, the exercise of one or more Warrants, including an automatic exercise pursuant to Section 3.03, results in zero shares of Common Stock to be issued, such Warrants shall be cancelled without any further consideration therefor.

(b) The beneficial owners of the Warrants and the Warrantholders, by their acceptance hereof, expressly waive their respective rights to receive any fraction of a share of Common Stock or a stock certificate representing a fraction of a share of Common Stock.

Section 3.07. *Acquisition of Warrants by Company*. The Company shall have the right, except as limited by law, to purchase or otherwise to acquire Warrants (including by cash-settled swaps or other derivatives) at such times, in such manner and for such consideration as it may deem appropriate and shall have agreed with the holder of such Warrants.

Section 3.08. *Certain Calculations*. The Company shall be responsible for performing all calculations required in connection with the exercise and settlement of the Warrants and the delivery of Common Stock as described in this Article 3.

Section 3.09. *Validity of Exercise*. All questions as to the validity, form and sufficiency (including time of receipt) of any exercised Warrant, Exercise Notice or the Warrant Certificate evidencing any exercised Warrant will be determined by the Company in its sole discretion, which determination shall be final and binding absent any manifest error. The Company reserves the right to reject any and all Exercise Notices not in proper form or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful. Such determination by the Company

shall be final and binding on the Warrantholders, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in the exercise thereof with regard to any particular exercise of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Warrantholders of any irregularities in any exercise of Warrants, nor shall it incur any liability for the failure to give such notice.

ARTICLE 4
ADJUSTMENTS

Section 4.01. *Adjustments to Exercise Price*. The Exercise Price for the Warrants shall be subject to adjustment (without duplication) upon the occurrence of any of the following events:

(a) The issuance of Common Stock as a dividend or distribution to all or substantially all holders of Common Stock, or a subdivision or combination of Common Stock, in which event the Exercise Price shall be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{OS_0}{OS_1}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date for such subdivision or combination, as the case may be;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such dividend or distribution, or immediately after the Open of Business on the effective date for such subdivision or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date for such subdivision or combination, as the case may be; and

OS_1 = the number of shares of Common Stock that would be outstanding immediately after giving effect to such dividend, distribution, subdivision or combination.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution, or immediately after the Open of Business on the effective date for such subdivision or combination, as the case may be. If any dividend or distribution or subdivision or combination of the type described in this Section 4.01(a) is declared or announced but not so paid or made, the Exercise Price

shall again be adjusted to the Exercise Price that would then be in effect if such dividend or distribution or subdivision or combination had not been declared or announced, as the case may be.

(b) The issuance to all or substantially all holders of Common Stock of rights, options or warrants entitling them for a period expiring 45 calendar days or less from the date of announcement of such issuance to purchase shares of Common Stock at a price per share that is less than the average of the Trading Day Closing Sale Prices of Common Stock for the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance, in which event the Exercise Price will be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{OS_0 + Y}{OS_0 + X}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such issuance;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such issuance;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Date for such issuance;

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants *divided* by the average of the Trading Day Closing Sale Prices of Common Stock for the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance.

Any such adjustment shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Ex-Date for such issuance. In the event that the issuance of such rights, options or warrants is announced but such rights, options or warrants are not so issued, the Exercise Price shall again be adjusted to be the Exercise Price that would then be in effect if the Ex-Date for such issuance had not occurred. To the extent that such rights, options or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights, options or warrants, upon the expiration, termination or maturity of such rights, options or warrants, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect had the adjustments made upon the issuance of such rights, options or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In determining the aggregate price payable for such shares of Common Stock, there shall be

taken into account any consideration received for such rights, options or warrants, as well as any consideration received in connection with the exercise or conversion thereof, and the value of such consideration, if other than cash, shall be determined by the Board of Directors.

(c) The dividend or distribution to all or substantially all holders of Common Stock of (i) shares of the Company's Capital Stock (other than Common Stock), (ii) evidences of the Company's indebtedness, (iii) other assets or property of the Company, (iv) rights, options or warrants to purchase the Company's securities or (v) cash (excluding any dividend, distribution or issuance covered by clauses (a) or (b) above or Section 4.08 below) (any of such property described in the foregoing clauses (i) through (iv), the "**Distributed Property**"), in which event the Exercise Price will be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{SP_0 - FMV}{SP_0}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution;

EP_1 = the Exercise Price in effect immediately after the Open of Business on the Ex-Date for such dividend or distribution;

SP_0 = the average of the Trading Day Closing Sale Prices of Common Stock for the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such dividend or distribution; and

FMV = the fair market value (as determined by a nationally recognized and independent investment banking or valuation firm selected in good faith by the Board of Directors) of the Distributed Property or the amount of cash with respect to each outstanding share of Common Stock on the Ex-Date for such dividend or distribution.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution. In the event that such dividend or distribution is declared or announced but not so paid or made, the Exercise Price shall again be adjusted to be the Exercise Price which would then be in effect if such distribution had not been declared or announced.

However, notwithstanding the above, if the transaction that gives rise to an adjustment pursuant to this clause (c) is one pursuant to which the payment of a dividend or other distribution on Common Stock consists of shares of Capital Stock of, or similar equity interests in, a subsidiary of the Company or other business unit of the Company (i.e., a spin-off) that are, or, when issued, will be, traded or quoted on a National

Securities Exchange, then the Exercise Price will instead be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{MP_0}{MP_0 + FMV}$$

where:

EP_0 = the Exercise Price in effect immediately prior to the end of the Valuation Period (as defined below);

EP_1 = the Exercise Price in effect immediately after the end of the Valuation Period;

FMV = the average of the Trading Day Closing Sale Prices of the Capital Stock or similar equity interests distributed to holders of Common Stock applicable to one share of Common Stock for the first ten (10) consecutive Trading Day period after, and including, the Ex-Date for such dividend or distribution (the "**Valuation Period**"); and

MP_0 = the average of the Trading Day Closing Sale Prices of Common Stock over the Valuation Period.

Such adjustment shall become effective immediately after the Close of Business on the last Trading Day of the Valuation Period. In the event that such dividend or distribution is declared or announced but not so paid or made, the Exercise Price shall again be adjusted to be the Exercise Price which would then be in effect if such distribution had not been declared or announced.

(d) For the purposes of Section 4.01(a), Section 4.01(b) and Section 4.01(c), if any dividend or distribution to which Section 4.01(c) is applicable also includes one or both of:

(i) a dividend or distribution of shares of Common Stock to which Section 4.01(a) is applicable (the "**Clause A Distribution**"); or

(ii) a dividend or distribution of rights, options or warrants to which Section 4.01(b) is applicable (the "**Clause B Distribution**"),

then, in either case, (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which Section 4.01(c) is applicable (the "**Clause C Distribution**") and any Exercise Price adjustment required by Section 4.01(c) with respect to such Clause C Distribution shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Exercise Price adjustment required by Section 4.01(a) and Section 4.01(b) with respect thereto shall then be made, except that, if determined by the Company (I) the "Ex-Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex-Date of the Clause C Distribution and (II) any shares of Common Stock included in the Clause A

Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to the Open of Business on the Ex-Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date for such subdivision or combination, as the case may be" within the meaning of Section 4.01(a) or "outstanding immediately prior to the Open of Business on the Ex-Date for such issuance" within the meaning of Section 4.01(b).

(e) Notwithstanding this Section 4.01 or any other provision of this Warrant Agreement or the Warrants, if an Exercise Price adjustment becomes effective on any Ex-Date and a Warrantholder that has exercised its Warrants on or after such Ex-Date and on or prior to the related Record Date would be treated as the record holder of the shares of Common Stock as of the related Exercise Date as described under Section 3.05(b) based on an adjusted Exercise Price for such Ex-Date, then, notwithstanding the Exercise Price adjustment provisions in this Section 4.01, the Exercise Price adjustment relating to such Ex-Date shall not be made for such exercising Warrantholder. Instead, such Warrantholder shall be treated as if such Warrantholder were the record owner of the shares of Common Stock on an unadjusted basis and participate in the related dividend, distribution or other event giving rise to such adjustment.

(f) For the avoidance of doubt, for the purpose of this Article 4, "all holders of Common Stock" shall exclude any shares of Common Stock held in treasury by the Company.

Section 4.02. *Adjustments to Warrant Share Number*. Concurrently with any adjustment to the Exercise Price under Section 4.01, the Warrant Share Number will be adjusted such that the Warrant Share Number in effect immediately following the effectiveness of such adjustment will be equal to the Warrant Share Number in effect immediately prior to such adjustment, *multiplied by* a fraction, (a) the numerator of which is the Exercise Price in effect immediately prior to such adjustment and (b) the denominator of which is the Exercise Price in effect immediately following such adjustment.

Section 4.03. *Certain Distributions of Rights and Warrants; Shareholder Rights Plans*. (a) Rights, options or warrants distributed by the Company to all holders of Common Stock (including under any shareholder rights plan in existence on [●][4] or thereafter put into effect) entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events (a "**Trigger Event**"):

(i) are deemed to be transferred with such shares of Common Stock;

(ii) are not exercisable; and

(iii) are also issued in respect of future issuances of Common Stock,

[4] **Note to draft**: To be dated the Effective Date.

shall be deemed not to have been distributed for purposes of Section 4.01 (and no adjustment to the Exercise Price or the Warrant Share Number under this Article 4 will be made) until the occurrence of the earliest Trigger Event, whereupon such rights, options and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exercise Price and the Warrant Share Number shall be made under this Article 4 (subject in all respects to Section 4.03(d)).

(b) If any such right or warrant is subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex-Date with respect to new rights, options or warrants with such rights (subject in all respects to Section 4.03(d)).

(c) In addition, except as set forth in Section 4.03(d), in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in Section 4.03(b)) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exercise Price and the Warrant Share Number under Article 4 was made (including any adjustment contemplated in Section 4.03(d)):

(i) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by the holders thereof, the Exercise Price and the Warrant Share Number shall be readjusted upon such final redemption or repurchase as if such rights, options or warrants had not been issued, and shall be again readjusted to give effect to such distribution (or deemed distribution) or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase; and

(ii) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by the holders thereof, the Exercise Price and the Warrant Share Number shall be readjusted as if such rights, options and warrants had not been issued.

(d) If a Company shareholders rights plan under which any rights are issued provides that each share of Common Stock issued upon exercise of Warrants at any time prior to the distribution of separate certificates representing such rights shall be entitled to receive such rights, prior to the separation of such rights from the Common Stock, the Exercise Price and the Warrant Share Number shall not be adjusted pursuant to Section 4.01. If, however, prior to any exercise of a Warrant, such rights have separated from the Common Stock, the Exercise Price and the Warrant Share Number shall be adjusted at the time of separation as if the Company had made a distribution to all holders of Common Stock, the Company's Capital Stock, evidences of the Company's

indebtedness, certain rights, options or warrants to purchase the Company's securities or other of the Company's assets as described in Section 4.01(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 4.04. *Other Adjustments*. The Board of Directors shall make appropriate adjustments to the number of shares of Common Stock due upon exercise of the Warrants, as may be necessary or appropriate to effectuate the intent of this Article 4 and to avoid unjust or inequitable results as determined in its good faith judgment, to account for any adjustment to the Exercise Price and the Warrant Share Number that becomes effective, or any event requiring an adjustment to the Exercise Price and the Warrant Share Number where the Ex-Date of the event occurs, during the period beginning on, and including, the Exercise Date and ending on, and including, the related Settlement Date.

Section 4.05. *Discretionary Adjustments*. The Company may from time to time, to the extent permitted by law and subject to applicable rules of any exchange on which any of the Company's securities are then listed, decrease the Exercise Price and/or increase the Warrant Share Number by any amount for any period of at least twenty (20) days. In that case, the Company shall give the Warrantholders at least fifteen (15) days' prior notice of such increase or decrease, and such notice shall state the decreased Exercise Price and/or increased Warrant Share Number and the period during which the decrease and/or increase will be in effect. The Company may make such decreases in the Exercise Price and/or increases in the Warrant Share Number, in addition to those set forth in this Article 4, as the Company's Board of Directors deems advisable, including to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes.

Section 4.06. *Restrictions on Adjustments*. (a) Notwithstanding anything to the contrary in this Article 4, the Exercise Price and the Warrant Share Number shall not be adjusted:

(i) in the case of a Deemed Liquidation Event;

(ii) upon the issuance of any other securities by the Company on or after the date the Warrants were first issued not contemplated by the Plan or upon the issuance of shares of Common Stock upon the exercise of such securities, other than in accordance with Section 4.01;

(iii) upon the issuance of any shares of Common Stock pursuant to the exercise of the Warrants;

(iv) upon the issuance of any shares of Common Stock or other securities of the Company in connection with a business acquisition transaction, other than in accordance with Section 4.01; or

(v) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(vi) upon the issuance of any shares of Common Stock or other securities or any payments pursuant to the Management Incentive Plan (as defined in the Plan) or any other present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of the Company's subsidiaries;

(vii) upon the issuance of any shares of Common Stock pursuant to any security of the Company not described in clause (vi) of this subsection and outstanding as of the date the Warrants were first issued; or

(viii) for a change in the par value of the Common Stock.

(b) In no event will the Company adjust the Exercise Price or make a corresponding adjustment to the Warrant Share Number to the extent that the adjustment would reduce the Exercise Price below the par value per share of Common Stock.

(c) No adjustment shall be made to the Exercise Price or the Warrant Share Number for any of the transactions described in Section 4.01 if the Company makes provisions for Warrantholders to participate in any such transaction without exercising their Warrants on the same basis as holders of Common Stock and with notice that the Board of Directors determines in good faith to be fair and appropriate.

(d) No adjustment shall be made to the Exercise Price, nor will any corresponding adjustment be made to the Warrant Share Number, unless the adjustment would result in a change of at least 1% of the Exercise Price; *provided* that any adjustments that are less than 1% of the Exercise Price shall be carried forward and such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% of the Exercise Price, shall be made (i) immediately prior to the time of any exercise and (ii) five (5) Business Days prior to the Expiration Date, unless, in each case, such adjustment has already been made. All calculations and other determinations under this Article 4 shall be made by the Company and shall be made to the nearest one-ten thousandth (1/10,000th) of a share.

(e) If the Company takes a record of the holders of Common Stock for the purpose of entitling them to receive a dividend or other distribution, and thereafter (and before the dividend or distribution has been paid or delivered to stockholders) legally abandons its plan to pay or deliver such dividend or distribution, then thereafter no adjustment to the Exercise Price or the Warrant Share Number then in effect shall be required by reason of the taking of such record.

Section 4.07. *Deferral of Adjustments*. In any case in which Section 4.01 provides that an adjustment shall become effective immediately after (a) the Open of

Business on the Ex-Date for an event or (b) the effective date (in the case of a subdivision or combination of the Common Stock) (each a "**Determination Date**"), the Company may elect to defer, until the later of the date the adjustment to the Exercise Price and the Warrant Share Number can be definitively determined and the occurrence of the applicable Adjustment Event (as hereinafter defined), issuing to the Warrantholder of any Warrant exercised after such Determination Date and before the occurrence of such Adjustment Event, the additional shares of Common Stock or other securities or assets issuable upon such exercise by reason of the adjustment required by such Adjustment Event over and above the Common Stock issuable upon such exercise before giving effect to such adjustment. For the purposes of this Section 4.07, the term "**Adjustment Event**" shall mean in any case referred to in clause (a) or clause (b) hereof, the occurrence of such event.

Section 4.08. *Reorganizations and Other Changes*. (a) Subject to Section 3.03, in the case of:

(i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination),

(ii) any consolidation, merger, combination or similar transaction involving the Company,

(iii) any sale, lease or other transfer to a third party of the consolidated assets of the Company and the Company's subsidiaries substantially as an entirety, or

(iv) any statutory share exchange,

in each case, as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) and other than a Deemed Liquidation Event (any such event, a "**Reorganization**"), then, at and after the effective time of such Reorganization, the right to receive shares of Common Stock upon exercise of the Warrants shall be changed into a right to receive, upon exercise of such Warrants, the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Net Share Amount immediately prior to such Reorganization would have owned or been entitled to receive (the "**Reference Property**," with each "**Unit of Reference Property**" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Reorganization. If the Reorganization causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then the Reference Property into which the Warrants will be exercisable shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock in such Reorganization.

(b) At and after the effective time of the Reorganization:

(i) the Net Share Amount per Warrant shall be a number of Units of Reference Property calculated as set forth in Section 3.04, except that the Fair Market Value used to determine such Net Share Amount on any Trading Day shall be the Unit Value (as defined below) for such Trading Day; and

(ii) the Trading Day Closing Sale Price shall be calculated with respect to a Unit of Reference Property.

(c) The value of a Unit of Reference Property (the "**Unit Value**") shall be determined as follows:

(i) any shares of common stock of the successor or purchasing corporation or any other corporation that are listed on a National Securities Exchange or quoted on an over-the-counter quotation system included in such Unit of Reference Property shall be valued as if such shares were "Common Stock" using procedures set forth in the definition of "Trading Day Closing Sale Price" in Section 1.01(a);

(ii) any other property (other than cash) included in such Unit of Reference Property shall be valued in good faith by the Board of Directors; and

(iii) any cash included in such Unit of Reference Property shall be valued at the amount thereof.

(d) Prior to or at the effective time of any Reorganization, the Company or the successor or purchasing Person, as the case may be, shall execute an amendment to this Warrant Agreement providing that the Warrants shall be exercisable for Units of Reference Property in accordance with the terms of this Section 4.08. If the Reference Property in connection with any Reorganization includes shares of stock or other securities and assets of a Person other than the successor or purchasing Person, as the case may be, in such Reorganization, then the Company shall cause such amendment to this Warrant Agreement to be executed by such other Person and such amendment shall contain such additional provisions to protect the interests of the Warrantholders as the Board of Directors shall reasonably consider necessary by reason of the foregoing. Any such amendment to this Warrant Agreement shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 4. In the event the Company shall execute an amendment to this Warrant Agreement pursuant to this Section 4.08, the Company shall promptly file with the Warrant Agent an Officer's Certificate briefly stating the reasons therefor, the kind or amount of cash, securities or property or asset that will comprise a Unit of Reference Property after the relevant Reorganization, any adjustment to be made with respect thereto and that all conditions precedent have been complied with. The Company shall cause notice of the execution of amendment to be mailed to each Warrantholder, at its address appearing on the Warrant Register, within 20 Business Days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such amendment.

(e) The above provisions of this Section 4.08 shall similarly apply to successive Reorganizations.

(f) If this Section 4.08 applies to any event or occurrence, no other provision of this Article 4 with respect to anti-dilution adjustments (which for the avoidance of doubt, does not include the covenant set forth in Section 4.09) shall apply to such event or occurrence.

Section 4.09. *Consolidation, Merger and Sale of Assets*. (a) The Company may, without the consent of the Warrantholders, consolidate with, merge into or sell, lease or otherwise transfer in one transaction or a series of related transactions the consolidated assets of the Company and its subsidiaries substantially as an entirety to any corporation, limited liability company, partnership or trust organized under the laws of the United States or any of its political subdivisions (a "**Successor Entity**") so long as:

(i) the successor assumes all the Company's obligations under this Warrant Agreement and the Warrants; and

(ii) the Company provides written notice of such assumption to the Warrant Agent.

(b) Subject to Section 3.03, in case of any such consolidation, merger, sale, lease or other transfer that is not a Deemed Liquidation Event and upon any such assumption by the Successor Entity shall succeed to and be substituted for the Company with the same effect as if it had been named herein as the Company. Such Successor Entity thereupon may cause to be signed, and may issue any or all of the Warrant Certificates issuable pursuant to this Warrant Agreement which theretofore shall not have been signed by the Company; and, upon the order of such Successor Entity, instead of the Company, and subject to all the terms, conditions and limitations in this Warrant Agreement prescribed, the Warrant Agent shall authenticate and deliver, as applicable, any Warrant Certificates that previously shall have been signed and delivered by the officers of the Company to the Warrant Agent for authentication, and any Warrant Certificates which such Successor Entity thereafter shall cause to be signed and delivered to the Warrant Agent for such purpose.

Section 4.10. *Common Stock Outstanding*. For the purposes of this Article 4, the number of shares of Common Stock at any time outstanding shall not include shares held, directly or indirectly, by the Company.

Section 4.11. *Shares Reserved for Issuance on Exercise*. (a) The Company has authorized and reserved for issuance, and shall at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of providing for the exercise of Warrants, such maximum number of shares of Common Stock underlying all outstanding Warrants for shares of Common Stock. The Company hereby represents, warrants and covenants that all shares of Common Stock that shall be so issuable shall be duly and validly authorized and issued, fully paid and non-assessable and free from all taxes, liens and charges (other than liens or charges created by a Warrantholder, income

and other taxes based on income or gain incurred in connection with the exercise of the Warrant or taxes in respect of any transfer occurring contemporaneously therewith).

(b) The Company hereby confirms that it previously has authorized and instructed its transfer agent and registrar for the Common Stock to create a special account for the reservation of a number of shares of Common Stock specified in this Section 4.11, and such reserve account shall be maintained until the earlier of (1) the Expiration Date and (2) the time at which all Warrants have been exercised.

(c) The Warrant Agent is hereby authorized to request from time to time from any transfer agent of the Company stock certificates (or beneficial interests therein) required to honor outstanding Warrants upon exercise thereof in accordance with the terms of this Warrant Agreement, and the Company agrees to authorize and direct such transfer agent to comply with all such requests of the Warrant Agent. The Company shall supply such transfer agent with duly executed stock certificates for such purposes.

Section 4.12. *Calculations Final*. The Company shall be responsible for making all calculations called for under this Warrant Agreement. These calculations include, but are not limited to, the Exercise Date, the Trading Day Closing Sale Price, the Fair Market Value, the Exercise Price, the Warrant Share Number and the number of shares of Common Stock, cash or other property, if any, to be issued upon exercise of any Warrants. The Company shall make the foregoing calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on Warrantholders. The Company shall provide a schedule of the Company's calculations to the Warrant Agent, and the Warrant Agent is entitled to rely upon the accuracy of the Company's calculations without independent verification.

Section 4.13. *Notice of Adjustments*. Whenever the Exercise Price or the Warrant Share Number is adjusted, the Company shall promptly deliver, or cause to be delivered, to Warrantholders a notice of the adjustment. The Company shall file with the Warrant Agent such notice and an Officer's Certificate briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence that the adjustment is correct.

Section 4.14. *Statements on Warrants*. (a) The form of Warrant Certificate need not be changed because of any adjustment made pursuant to this Article 4 (except as expressly provided in Section 4.08), and Warrant Certificates issued after such adjustment may state the same information as are stated in the Warrant Certificates initially issued pursuant to this Warrant Agreement. However, the Company may at any time in its sole discretion (which shall be conclusive) make any change in the form of Warrant Certificate that it may deem appropriate to give effect to such adjustments and that does not affect the interest of the Warrantholders in any material respect; and any Warrant Certificates thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant Certificate or otherwise, may be in the form as so changed. In the event of any such change, the Company shall give prompt notice thereof to all registered Warrantholders and, if appropriate, notation thereof shall be made on all Warrant Certificates thereafter surrendered for registration of transfer or exchange.

ARTICLE 5
OTHER PROVISIONS RELATING TO RIGHTS OF WARRANTHOLDERS

Section 5.01. *No Rights as Stockholders*. Warrantholders shall not be entitled, by virtue of holding Warrants, to vote, to consent, to receive dividends, to receive notice as stockholders with respect to any meeting of stockholders for the election of the Company's directors or any other matter, or to exercise any rights whatsoever as the Company's stockholders unless, until and only to the extent such holders become holders of record of shares of Common Stock issuable upon exercise of the Warrants.

Section 5.02. *Mutilated or Missing Warrant Certificates*. If a mutilated Warrant Certificate is surrendered to the Warrant Agent or if the holder of a Warrant Certificate provides evidence reasonably satisfactory to the Company and the Warrant Agent that the Warrant Certificate has been lost, destroyed or wrongfully taken, the Company shall issue and the Warrant Agent shall countersign, by either manual or facsimile signature, a replacement Warrant Certificate of like tenor and representing an equivalent number of Warrants, if the reasonable requirements of the Warrant Agent and Section 8-405 of the Uniform Commercial Code as in effect in the State of New York are met. In the case of the Warrant Certificate that is lost, destroyed or wrongfully taken, if required by the Warrant Agent or the Company, such holder shall furnish an open-penalty surety bond sufficient in the judgment of the Warrant Agent to protect the Company and the Warrant Agent from any loss that either of them may suffer if a Warrant Certificate is replaced. The Company and the Warrant Agent may charge the holder for their expenses in replacing a Warrant Certificate prior to issuing and delivering a replacement Warrant Certificate to such holder. Every replacement Warrant Certificate evidences an additional obligation of the Company.

Section 5.03. *Modification and Waiver*. (a) This Warrant Agreement may be modified or amended by the Company and the Warrant Agent, without the consent of the holder of any Warrant, for the purposes of, among other things, (i) curing any ambiguity or correcting or supplementing any defective provision contained in this Warrant Agreement, (ii) to add or modify any other provisions in regard to matters or questions arising in this Warrant Agreement which the Company and the Warrant Agent may deem necessary or desirable or (iii) providing for the assumption of the Company's obligations pursuant to Section 4.09; *provided* that, in each case, any such modification or amendment does not adversely affect the interests of the Warrantholders in any material respect.

(b) Modifications and amendments to this Warrant Agreement or to the terms and conditions of Warrants may also be made by the Company and the Warrant Agent, and noncompliance with any provision of the Warrant Agreement or Warrants may be waived, with the written consent of the Warrantholders of Warrants representing a majority of the aggregate number of Warrants at the time outstanding.

(c) However, no such modification, amendment or waiver may, without the written consent or the affirmative vote of:

(i) each Warrantholder affected:

(A) change the Expiration Date; or

(B) increase the Exercise Price or decrease the Number of Warrants or the Warrant Share Number (except as set forth in Article 4); or

(ii) Warrantholders holding at least a majority of the outstanding Warrants affected:

(A) impair the right to institute suit for the enforcement of any delivery with respect to the exercise and settlement of any Warrant;

(B) except as otherwise permitted by this Warrant Agreement, impair or adversely affect the exercise rights of Warrantholders, including any change to the calculation or delivery of the Net Share Amount;

(C) reduce the percentage of Warrants outstanding necessary to modify or amend this Warrant Agreement or to waive any past default; or

(D) reduce the percentage in Warrants outstanding required for any other waiver under this Warrant Agreement.

ARTICLE 6
CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 6.01. *Payment of Certain Taxes*. (a) The Company shall pay any and all documentary, stamp or other similar issue or transfer taxes that may be payable upon the initial issuance of the Warrants hereunder.

(b) The Company shall pay any and all documentary, stamp or other similar issue or transfer taxes that may be payable upon the issuance of Common Stock upon the exercise of Warrants hereunder and the issuance of stock certificates in respect thereof in the respective names of, or in such names as may be directed by, the exercising Warrantholders; *provided*, *however*, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such stock certificate, any Warrant Certificates or other securities in a name other than that of the registered holder of the Warrant Certificate surrendered upon exercise of the Warrant, and the Company shall not be required to issue or deliver such certificates or other securities unless and until the Person or Persons other than the registered holder(s) requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

Section 6.02. *Change of Warrant Agent*. (a) The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder (except for liability arising as a result of the

Warrant Agent's own gross negligence, willful misconduct or bad faith) after giving 60 days' notice in writing to the Company, except that such shorter notice may be given as the Company shall, in writing, accept as sufficient. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of 60 days after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Warrant Agent or by any holder of Warrants (who shall, with such notice, submit his Warrant Certificate for inspection by the Company), then the holder of any Warrants may apply to any court of competent jurisdiction for the appointment of a successor Warrant Agent.

(b) The Warrant Agent may be removed by the Company at any time upon 30 days' written notice to the Warrant Agent; *provided, however*, that the Company shall not remove the Warrant Agent until a successor Warrant Agent meeting the qualifications hereof shall have been appointed.

(c) Any successor Warrant Agent appointed as provided in this Section 6.02 shall be a corporation or banking association organized, in good standing and doing business under the laws of the United States of America or any state thereof or the District of Columbia, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or state authority and having a combined capital and surplus of not less than $50,000,000. The combined capital and surplus of any such successor Warrant Agent shall be deemed to be the combined capital and surplus as set forth in the most recent report of its condition published prior to its appointment; *provided* that such reports are published at least annually pursuant to law or to the requirements of a Federal or state supervising or examining authority. After acceptance in writing of such appointment by the successor Warrant Agent, such successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing to more fully and effectually vest in and conform to such successor Warrant Agent all such authority, powers, rights, immunities, duties and obligations. Upon assumption by a successor Warrant Agent of the duties and responsibilities hereunder, the predecessor Warrant Agent shall deliver and transfer, at the expense of the Company, to the successor Warrant Agent any property at the time held by it hereunder. As soon as practicable after such appointment, the Company shall give notice thereof to the predecessor Warrant Agent, the Warrantholders and each transfer agent for the shares of its Common Stock. Failure to give such notice, or any defect therein, shall not affect the validity of the appointment of the successor Warrant Agent.

(d) Any entity into which the Warrant Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party, or any Person succeeding to all or substantially all of the corporate trust or agency business of the Warrant Agent, shall be the successor Warrant Agent under this Warrant Agreement without any further act on the part of any of the parties hereto; *provided* that such entity would be eligible for appointment as a successor Warrant Agent under Section 6.02(c). In case at the time such successor to the Warrant Agent shall succeed to the agency created by this Warrant Agreement, any of the Warrant Certificates shall have been countersigned but not delivered, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent and deliver such Warrant Certificates so countersigned, and in case at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Warrant Agreement.

(e) In case at any time the name of the Warrant Agent shall be changed and at such time any of the Warrant Certificates shall have been countersigned but not delivered, the Warrant Agent may adopt the countersignatures under its prior name and deliver such Warrant Certificates so countersigned; and in case at that time any of the Warrant Certificates shall not have been countersigned, the Warrant Agent may countersign such Warrant Certificates either in its prior name or in its changed name; and in all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Warrant Agreement.

Section 6.03. *Compensation; Further Assurances*. The Company agrees that it will (a) pay the Warrant Agent reasonable compensation for its services as Warrant Agent hereunder and, except as otherwise expressly provided, will pay or reimburse the Warrant Agent upon written demand for all reasonable expenses, disbursements and advances incurred or made by the Warrant Agent in accordance with any of the provisions of this Warrant Agreement (including the reasonable compensation, expenses and disbursements of its agents and counsel) except any such expense, disbursement or advance as may arise from its or any of their negligence, willful misconduct or bad faith, and (b) perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Warrant Agreement.

Section 6.04. *Reliance on Counsel*. The Warrant Agent may consult with legal counsel (who may be legal counsel for the Company), and the written opinion of such counsel or any advice of legal counsel subsequently confirmed by a written opinion of such counsel shall be full and complete authorization and protection to the Warrant Agent as to any action taken or omitted by it in good faith and in accordance with such written opinion or advice.

Section 6.05. *Proof of Actions Taken*. Whenever in the performance of its duties under this Warrant Agreement the Warrant Agent shall deem it necessary or desirable that any matter be proved or established by the Company prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Warrant Agent, be deemed to be conclusively proved and established by an Officer's Certificate delivered to the Warrant Agent; and such Officer's Certificate shall, in the absence of bad faith on the part of the Warrant Agent, be full warrant to the Warrant Agent for any action taken, suffered or omitted in good faith by it under the provisions of this Warrant Agreement in reliance upon such certificate; but in its discretion the Warrant Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Section 6.06. *Correctness of Statements*. The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Warrant Agreement or in the Warrant Certificates (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

Section 6.07. *Validity of Agreement*. The Warrant Agent shall not be under any responsibility in respect of the validity of this Warrant Agreement or the execution and delivery hereof (except the due authorization to execute this Warrant Agreement and the due execution and delivery hereof by the Warrant Agent) or in respect of the validity or execution of any Warrant Certificates (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Warrant Agreement or in any Warrant Certificate.

Section 6.08. *Use of Agents*. The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, *provided* that the Warrant Agent shall remain responsible for the activities or omissions of any such attorney or agent and reasonable care has been exercised in the appointment and continued employment of such attorney or agent.

Section 6.09. *Liability of Warrant Agent*. The Warrant Agent shall incur no liability or responsibility to the Company or to any holder of Warrants for any action taken in reliance on any notice, resolution, waiver, consent, order, certificate, or other paper, document or instrument believed by it to be genuine and to have been signed, sent or presented by the proper party or parties. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all losses, expenses and liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted in good faith by the Warrant Agent in the execution of this Warrant Agreement or otherwise arising in connection with this Warrant Agreement, except as a result of the Warrant Agent's gross negligence or willful misconduct or bad faith.

Section 6.10. *Legal Proceedings*. The Warrant Agent shall promptly notify the Company in writing of any claim made or action, suit or legal proceeding instituted against it arising out of or in connection with this Warrant Agreement.

Section 6.11. *Other Transactions in Securities of the Company*. The Warrant Agent in its individual or any other capacity may become the owner of Warrants or other securities of the Company, or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Warrant Agreement. Nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other legal entity.

Section 6.12. *Actions as Agent*. The Warrant Agent shall act hereunder solely as agent and not in a ministerial or fiduciary capacity, and its duties shall be determined solely by the provisions hereof. The duties and obligations of the Warrant Agent shall be determined solely by the express provisions of the Warrant Agreement, and the Warrant Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Warrant Agreement. No implied covenants or obligations shall be read into the Warrant Agreement against the Warrant Agent. No provision of the Warrant Agreement shall require the Warrant Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 6.13. *Appointment and Acceptance of Agency*. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the instructions set forth in this Warrant Agreement, and the Warrant Agent hereby accepts the agency established by this Warrant Agreement and agrees to perform the same upon the terms and conditions herein set forth.

Section 6.14. *Successors and Assigns*. All the covenants and provisions of this Warrant Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 6.15. *Notices*. Any notice or communication shall be in writing and delivered in person, by certified or registered mail, or nationally-recognized courier, or by facsimile or e-mail transmission in PDF format, addressed as follows:

if to the Company:

[COMPANY]
3990 Rogerdale Road
Houston, Texas 77042
Attention: General Counsel
Telephone: (713) 325-6090

Facsimile: (713) 325-5933
E-mail: danielle.hunter@cjes.com

with a copy to:

Kirkland & Ellis LLP
600 Travis Street, Suite 3300
Houston, Texas 77002
Attention: Matthew R. Pacey, P.C.
Telephone: (713) 835-3786
Facsimile: (713) 835-3601
E-mail: matt.pacey@kirkland.com

if to the Warrant Agent:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attention: Reorg Department
Re: [COMPANY] Warrant Agreement
Telephone: [●]
Facsimile: [●]
E-mail: [●]

The Company or the Warrant Agent by notice to the other may designate additional or different addresses for subsequent notices or communications.

Unless the Warrant is a Global Warrant, any notice or communication shall be sufficiently given or made if sent electronically in PDF format or mailed to the Warrantholder by first-class mail, postage prepaid to the last address of such Warrantholder as it shall appear on the Warrant Register. Any notice to the owners of a beneficial interest in a Global Warrant may be distributed through the Depositary in accordance with the procedures of the Depositary, and such notice shall be deemed to be effective at the time of dispatch to the Depositary.

Failure to provide a notice or communication to a Warrantholder or any defect in it shall not affect its sufficiency with respect to other Warrantholders. If a notice or communication is provided in the manner provided above, it is duly given, whether or not the intended recipient actually receives it.

Section 6.16. *Applicable Law*. The validity, interpretation and performance of this Warrant Agreement and of the Warrant Certificates shall be governed by the law of the State of New York without giving effect to the principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the non-exclusive jurisdiction of the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York in connection with any action, suit or legal proceeding arising out of or relating to this Warrant Agreement. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by law, any

objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this Warrant Agreement or any Warrant Certificate brought in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 6.17. *Benefit of this Warrant Agreement*. Nothing in this Warrant Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person or corporation other than the parties hereto and the Warrantholders any right, remedy or claim under or by reason of this Warrant Agreement or of any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Warrant Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Warrantholders.

Section 6.18. *Confidentiality*. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including inter alia, personal, non-public Warrantholder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Warrant Agreement, including the fees for services, shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions).

Section 6.19. *Inspection of this Warrant Agreement*. A copy of this Warrant Agreement shall be available at all reasonable times for inspection by any registered Warrantholder at the principal office of the Warrant Agent (or successor Warrant Agent). The Warrant Agent may require any such holder to submit his Warrant Certificate for inspection by it before allowing such holder to inspect a copy of this Warrant Agreement.

Section 6.20. *Headings*. The Article and Section headings herein are for convenience only and are not a part of this Warrant Agreement and shall not affect the interpretation thereof.

Section 6.21. *Counterparts*. This Warrant Agreement may be executed in any number of counterparts on separate counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The exchange of copies of this Warrant Agreement and of signature pages by e-mail or PDF transmission shall constitute effective execution and delivery of this Warrant Agreement as to the parties hereto and may be used in lieu of the original Warrant Agreement for all purposes. Signatures of the parties hereto transmitted by e-mail or PDF shall be deemed to be their original signatures for all purposes.

Section 6.22. *Termination*. This Warrant Agreement shall terminate at the Expiration Date (or Close of Business on the Settlement Date for any Warrants exercised

on or prior to the Expiration Date). Notwithstanding the foregoing, this Warrant Agreement will terminate on such earlier date on which all outstanding Warrants have been exercised. All provisions regarding indemnification, warranty, liability and limits thereon shall survive the termination or expiration of this Warrant Agreement.

Section 6.23. *Severability*. Wherever possible, each provision of this Warrant Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Warrant Agreement.

Section 6.24. *Entire Agreement*. This Warrant Agreement and the Warrant Certificates constitute the entire agreement of the Company, the Warrant Agent and the Warrantholders with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the Company, the Warrant Agent and the Warrantholders with respect to the subject matter hereof.

Section 6.25. *Force Majeure*. Notwithstanding anything to the contrary contained herein, no party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

IN WITNESS WHEREOF, this Warrant Agreement has been duly executed by the parties hereto as of the day and year first above written.

[COMPANY]

By: _____
Name:
Title:

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
as Warrant Agent

By: _____
Name:
Title:

EXHIBIT A

FORM OF WARRANT CERTIFICATE

[UNLESS THIS GLOBAL WARRANT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO [COMPANY], THE CUSTODIAN OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL WARRANT SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.][5]

[5] Insert for Global Warrant.

[FORM OF FACE OF WARRANT CERTIFICATE]

[COMPANY]

[Designation of Warrants]

No._____ CUSIP No. _____

NUMBER OF WARRANTS: Initially, [•] Warrants, subject to adjustment as described in the Warrant Agreement dated as of [•] between [COMPANY], and AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Warrant Agent (as may be further amended or supplemented from time to time in accordance with its terms, the "**Warrant Agreement**"), each of which is initially exercisable for one share of Common Stock, subject to adjustment as described in the Warrant Agreement.

EXERCISE PRICE: Initially, $[•] per Warrant, subject to adjustment as described in the Warrant Agreement.

FORM OF SETTLEMENT: Upon exercise of any Warrants represented hereby, the Warrantholder shall be entitled to receive, without any payment therefor, a number of shares of Common Stock equal to the Net Share Amount as described in the Warrant Agreement.

DATES OF EXERCISE: At any time, and from time to time, prior to 5:00 p.m., New York City time, on the Expiration Date, the Warrantholder shall be entitled to exercise all Warrants then represented hereby and outstanding or any portion thereof.

PROCEDURE FOR EXERCISE: Warrants may be exercised by (a) in the case of a Definitive Warrant, surrendering the Warrant Certificate evidencing such Warrant at the principal office of the Warrant Agent (or successor Warrant Agent), with the Exercise Notice set forth on the reverse of the Warrant Certificate duly completed and executed, together with any applicable transfer taxes, or (b) in the case of a Global Warrant, complying with the procedures established by the Depositary for the exercise of Warrants.

EXPIRATION DATE: [•].

This Warrant Certificate certifies that [CEDE & CO.][6] [_____][7], or its registered assigns, is the Warrantholder of the Number of Warrants (the "**Warrants**") specified above[, as modified in Schedule A hereto,][8] (such number subject to adjustment from time to time as described in the Warrant Agreement).

In connection with the exercise of any Warrants, (a) the Company shall determine the Net Share Amount for each Warrant, and (b) the Company shall, or shall cause the

[6] Insert for Global Warrant.
[7] Insert for Definitive Warrant.
[8] Insert for Global Warrant.

Warrant Agent to, deliver to the exercising Warrantholder, on the applicable Settlement Date, for each Warrant exercised, a number of shares of Common Stock equal to the relevant Net Share Amount as described in the Warrant Agreement.

Prior to the relevant Exercise Date as described more fully in the Warrant Agreement, Warrants will not entitle the Warrantholder to any of the rights of the holders of shares of Common Stock.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as though fully set forth in this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

In the event of any inconsistency between the Warrant Agreement and this Warrant Certificate, the Warrant Agreement shall govern.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by a duly authorized officer. This Warrant Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Warrant Agent.

Dated: _____

[COMPANY]

By: _____
Name:
Title:

Countersigned by:
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
as Warrant Agent

By: _____
Authorized Signatory

[FORM OF REVERSE OF WARRANT CERTIFICATE]

[COMPANY]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants issued by the Company pursuant to the Warrant Agreement, dated as of [•] (as may be further amended or supplemented from time to time in accordance with its terms, the "**Warrant Agreement**"), between the Company and American Stock Transfer & Trust Company, LLC (the "**Warrant Agent**"), and are subject to the terms and provisions contained in the Warrant Agreement, to all of which terms and provisions each Warrantholder consents by acceptance of this Warrant Certificate or a beneficial interest herein. Without limiting the foregoing, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Warrant Agreement. A copy of the Warrant Agreement is on file at the Warrant Agent's Office.

The Warrant Agreement and the terms of the Warrants are subject to amendment as provided in the Warrant Agreement.

This Warrant Certificate shall be governed by, and interpreted in accordance with, the laws of the State of New York without regard to the conflicts of laws principles thereof.

[To be attached if Warrant is a Definitive Warrant]

Exercise Notice

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attention: Reorg Department
Re: [COMPANY] Warrant Agreement

The undersigned (the "**Registered Warrantholder**") hereby irrevocably exercises_____ Warrants (the "**Exercised Warrants**") and delivers to you herewith a Warrant Certificate or Warrant Certificates, registered in the Registered Warrantholder's name, representing a Number of Warrants at least equal to the number of Exercised Warrants.

The Registered Warrantholder hereby directs the Warrant Agent to:

(a) deliver the Net Share Amount for each of the Exercised Warrants as follows:

_____ ; and

(b) if the number of Exercised Warrants is less than the Number of Warrants represented by the enclosed Warrant Certificates, to deliver a Warrant Certificate representing the unexercised Warrants to:

_____

Dated: _____

_____
(Registered Warrantholder)

By: _____
Authorized Signature
Address:
Telephone:

[To Be Attached if Warrant is a Global Warrant]

SCHEDULE A

SCHEDULE OF INCREASES OR DECREASES IN WARRANTS

The initial Number of Warrants represented by this Global Warrant is [•]. In accordance with the Warrant Agreement, dated as of [•], between the Company and American Stock Transfer & Trust Company, LLC, as Warrant Agent, the following increases or decreases in the Number of Warrants represented by this certificate have been made:

Date	Amount of increase in Number of Warrants evidenced by this Global Warrant	Amount of decrease in Number of Warrants evidenced by this Global Warrant	Number of Warrants evidenced by this Global Warrant following such decrease or increase	Signature of authorized signatory

[To Be Attached if Warrant is a Global Warrant or Definitive Warrant]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the Warrant(s) represented by this Certificate to:

_____

Name, Address and Zip Code of Assignee

and irrevocably appoints _____

Name of Agent

as its agent to transfer this Warrant Certificate on the books of the Warrant Agent.

[Signature page follows]

Dated: _____

_____
Name of Transferee

By: _____
Name:
Title:

(Sign exactly as your name appears on the other side of this Certificate)

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended.

EXHIBIT H

Form of Registration Rights Agreement

The form of Registration Rights Agreement included in this **Exhibit H** remains subject in all respects to the consent rights of the Required Supporting Creditors and remains subject to continuing negotiations. Subject to the applicable consent rights contained in the Plan and the RSA, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Draft - Subject to Revision

FORM OF REGISTRATION RIGHTS AGREEMENT

by and among

[THE COMPANY]

and

THE HOLDERS PARTY HERETO

Dated as of [●][1]

[1] Note to draft: To be dated the effective date of the restructuring.

TABLE OF CONTENTS

PAGE

1. Definitions.....1
2. Shelf Registration.....6
3. Demand Registration. 8
4. Piggyback Registration. 11
5. Suspensions; Withdrawals; Notices. 12
6. Company Undertakings. 13
7. Holder Undertakings. 19
8. Registration Expenses. 21
9. Lock-Up Agreements. 21
10. Public Reports. 22
11. Indemnification; Contribution. 23
12. Transfer of Registration Rights. 26
13. Amendment, Modification and Waivers; Further Assurances. 27
14. Miscellaneous. 27

Annex A Form of Joinder Agreement

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made as of [●] by and among [●] (the "**Company**") and the Backstop Parties pursuant to the Plan of Reorganization (the "**Plan**") of CJ Holding Company and certain of its debtor affiliates under Chapter 11 of Title 11 of the United States Code approved by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"). Capitalized terms used but not otherwise defined herein are defined in Section 1 of this Agreement.

RECITALS:

WHEREAS, the Company proposes to issue the Common Stock pursuant to, and upon the terms set forth in, the Plan to the Holders party hereto; and

WHEREAS, each of (i) the Company and (ii) the Backstop Parties desires to enter into this Agreement with respect to the rights, priorities and obligations set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and each of the Holders hereby agree as follows:

1. Definitions.

(a) As used herein, the following terms have the following meanings:

"**Affiliate**" of any particular Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"**Alternative Securities Exchange**" means, excluding any National Securities Exchange, any other securities exchange or over-the-counter quotation system, including, without limitation, the NYSE MKT, the NASDAQ Capital Market, any quotation or other listing service provided by the OTC Markets Group or the Financial Industry Regulatory Authority, Inc., any "pink sheet" or other alternative listing service or any successor or substantially equivalent service to any of the foregoing.

"**Automatic Shelf Registration Statement**" means an "automatic shelf registration statement" as defined in Rule 405 (or any successor rule then in effect) promulgated under the Securities Act.

"**Backstop Party**" means each of the parties to the Backstop Commitment Agreement with the Company dated as of [●] and any of their Affiliates or Related Funds, in each case, that is a party to this Agreement and beneficially owns Registrable Securities.

"**beneficially owned**," "**beneficial ownership**" and similar phrases have the same meanings as such terms have under Rule 13d-3 and 13d-5 (or any successor rule then in effect) promulgated under the Exchange Act, except that in calculating the beneficial ownership of any

Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The calculation of beneficial ownership for a Holder shall also include any Related Fund of such Holder.

"**Block Sale**" means the sale of shares of Common Stock to one or more purchasers that are financial institutions in an offering registered under the Securities Act (a) without a prior public marketing process by means of (i) a bought deal or (ii) a block trade or (b) pursuant to an "overnight" underwritten offering.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by applicable law or executive order to close.

"**Capital Stock**" means with respect to a corporation, any and all shares, interests or equivalents in capital stock of such corporation (whether voting or nonvoting and whether common or preferred) and any and all warrants, rights (including conversion and exchange rights) and options to purchase any such shares, interests or equivalents (including convertible debt).

"**Commission**" means the United States Securities and Exchange Commission or any successor governmental agency.

"**Common Stock**" means the shares of common stock, par value $0.01 per share, of the Company issued on or after the Effective Date.

"**control**" (including the terms "controlling," "controlled by" and "under common control with") means, unless otherwise noted, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares, by contract, or otherwise.

"**Counsel to the Holders**" means the one law firm or other legal counsel to the Holders, which counsel shall be Davis Polk & Wardwell LLP, or such other counsel selected (i) in the case of a Demand Registration or Underwritten Shelf Takedown, by the Holders beneficially owning a majority of the Registrable Securities initially requesting such Demand Registration or Underwritten Shelf Takedown; (ii) in the case of a Piggyback Registration, the Holders beneficially owning a majority of the Registrable Securities requested to be included in such Piggyback Registration; and (iii) in the case of a Shelf Registration, the Holders beneficially owning a majority of the Registrable Securities to be included in such Shelf Registration.

"**EDGAR**" means the Electronic Data Gathering, Analysis and Retrieval System of the Commission.

"**Effective Date**" has the meaning assigned to such term in the Plan, and is the date hereof.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

"**Excluded Registration**" means a registration of the Company's securities (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) in connection with any dividend or distribution reinvestment (or similar plan) or (iv) in which the only Capital Stock being registered is Capital Stock issuable upon conversion of debt securities that are also being registered in connection therewith.

"**FINRA**" means the Financial Industry Regulatory Authority or any successor regulatory authority.

"**Free Writing Prospectus**" means any "free writing prospectus" as defined in Rule 405 promulgated under the Securities Act.

"**Holder**" means (i) any party hereto that beneficially owns Registrable Securities, or (ii) any other party to any Joinder, in each case, that, together with its Affiliates, beneficially owns Registrable Securities.

"**Issuer Free Writing Prospectus**" means an issuer free writing prospectus as defined in Rule 433 under the Securities Act.

"**Joinder**" a joinder agreement in the form of Annex A executed and delivered to the Company pursuant to Section 12.

"**Majority Holders**" means Holders who collectively have beneficial ownership of at least a majority of the Registrable Securities.

"**Material Adverse Effect**" means any material adverse effect on the business, properties, assets, operations, results of operations, condition (financial or otherwise) or prospects of the Company and its subsidiaries, taken as a whole.

"**National Securities Exchange**" means The NASDAQ Global Market, The NASDAQ Global Select Market or The New York Stock Exchange.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency or political subdivision thereof or any other entity.

"**Public Offering**" means any sale or distribution to the public of Common Stock of the Company pursuant to an offering registered under the Securities Act, whether by the Company, by Holders and/or by any other holders of the Company's Common Stock, including a Block Sale or a Holder Block Sale.

"**Prospectus**" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule

430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"**Registrable Securities**" means at any time Common Stock of the Company held or beneficially owned by any Holder, including (i) any Common Stock issued pursuant to the Plan or upon the conversion, exercise or exchange, as applicable, of any other securities and/or interests issued pursuant to the Plan; (ii) any shares of Common Stock acquired in the open market or otherwise purchased or acquired by the Holder after the Effective Date and (iii) any shares of Common Stock issued by way of dividend, distribution, split or combination of securities or any recapitalization, merger, consolidation or other reorganization; *provided, however*, that as to any Registrable Securities, such securities shall irrevocably cease to constitute Registrable Securities upon the earliest to occur of: (A) the date on which such securities have been disposed of pursuant to an effective registration statement under the Securities Act; (B) the date on which such securities have been disposed of pursuant to Rule 144; and (C) the date on which such securities cease to be outstanding.

"**Registration Statement**" means any registration statement of the Company, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"**Related Fund**" means any fund, account or investment vehicle controlled, managed, advised or sub-advised by a Holder, an Affiliate of such Holder or the same investment manager, advisor or subadvisor of such Holder or an Affiliate of such investment manager, advisor or subadvisor.

"**Required Holders**" means Holders who collectively have beneficial ownership of at least 10% of the Common Stock outstanding.

"**Rule 144**" means Rule 144 promulgated under the Securities Act (or any successor rule then in effect).

"**Rule 144A**" means Rule 144A promulgated under the Securities Act (or any successor rule then in effect).

"**Securities Act**" means the Securities Act of 1933, as amended from time to time.

"**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Counsel to the Holders borne and paid by the Company as provided in Section 8(b).

"**Shelf Registration**" means a registration of securities pursuant to a Registration Statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"**Shelf Takedown**" means an Underwritten Shelf Takedown or another Public Offering pursuant to a Shelf Registration.

"**Well-Known Seasoned Issuer**" means a "well-known seasoned issuer" as defined in Rule 405 promulgated under the Securities Act (or any successor rule then in effect) and which (i) is a "well-known seasoned issuer" under paragraph (1)(i)(A) of such definition or (ii) is a "well-known seasoned issuer" under paragraph (1)(i)(B) of such definition and is also eligible to register a primary offering of its securities relying on General Instruction I.B.1 of Form S-3 or Form F-3 under the Securities Act.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreement	Preamble
Bankruptcy Court	Preamble
Block Sale Notice	2(e)
Company	Preamble
Company Block Sale Notice	2(e)
Company Demand Registration Notice	3(b)
Company Shelf Registration Notice	2(a)
Company Shelf Takedown Notice	2(d)
Demand Registration	3(a)
Demand Registration Notice	3(b)
Demand Shelf Takedown Notice	2(d)
Determination Date	2(c)
Due Diligence Information	6(a)(x)
Effectiveness Period	2(a)
Equity Securities	9(a)
End of Suspension Notice	5(b)
Form S-1 Shelf	2(a)
Form S-3 Shelf	2(a)
Form 10-K Filing Date	2(a)
Holder Block Sale	2(e)
Listing Notice	6(b)
Lock-Up Agreement	9(a)(ii)
Long-Form Registration	3(a)
Losses	11(a)
MNPI	5(a)
Opt-In Election	7(e)
Opt-Out Election	7(e)
Permitted Free Writing Prospectus	7(a)
Piggyback Registration	4(a)
Piggyback Registration Notice	4(a)
Plan	Preamble
Registration Expenses	8(a)

Term	Section
Required Effective Period	6(a)(iii)
Restricted Period	9(a)
road show	11(a)
Sale Transaction	9(a)
Shelf Registration Statement	2(a)
Short-Form Registration	3(a)
Suspension Event	5(b)
Suspension Notice	5(b)
Underwritten Shelf Takedown	2(d)
Withdrawal Request	5(d)

2. Shelf Registration.

(a) Shelf Registration. At any time after the Effective Date, the Required Holders may request that the Company file a Registration Statement for a Shelf Registration covering the resale of all of the Registrable Securities on a delayed or continuous basis on Form S-1 (the "**Form S-1 Shelf**") or, if available, on Form S-3 (a "**Form S-3 Shelf**" and, together with the Form S-1 Shelf and any Automatic Shelf Registration Statement, a "**Shelf Registration Statement**"); *provided* that, as soon as reasonably practicable after the Effective Date, and in any event within 10 calendar days of the date the Company files its Annual Report on Form 10-K for the year ended December 31, 2016 or the latest date the Company would be required to file a Form 10-K specified in the Commission's rules and regulations applicable to non-accelerated filers (the "**Form 10-K Filing Date**"), the Company shall file an initial Shelf Registration Statement without the delivery of any request from the Required Holders. The Company shall give written notice (a "**Company Shelf Registration Notice**") of the anticipated filing of any Shelf Registration Statement within ten (10) Business Days prior to such filing to all Holders of Registrable Securities and shall include in such Shelf Registration Statement all Registrable Securities held by Holders on the date of the Company Shelf Registration Notice with respect to which the Company has received written requests for inclusion therein within five (5) Business Days of the date of the Company Shelf Registration Notice. The Company shall use reasonable best efforts to cause such Shelf Registration Statement to be declared effective as promptly as practicable and to remain effective until the earlier of (i) the date on which all Registrable Securities included in such registration have been sold; (ii) the date on which all such securities are no longer Registrable Securities; and (iii) the maximum length permitted by the Commission (the "**Effectiveness Period**"). The Company shall use reasonable best efforts to maintain the Shelf Registration Statement in accordance with the terms hereof.

(b) Conversion to Form S-3. The Company shall use reasonable best efforts to convert any Form S-1 Shelf to a Form S-3 Shelf as soon as reasonably practicable after the Company is eligible to use Form S-3.

(c) Automatic Shelf Registration. Further, upon the Company becoming a Well-Known Seasoned Issuer, (i) the Company shall give written notice to all of the Holders as promptly as reasonably practicable, and such notice shall describe, in reasonable detail, the basis on which the Company has become a Well-Known Seasoned Issuer, and (ii) the Company shall,

as promptly as practicable, register, under an Automatic Shelf Registration Statement, the sale of all of the Registrable Securities in accordance with the terms of this Agreement. The Company shall use reasonable best efforts to file such Automatic Shelf Registration Statement as promptly as practicable, but in no event later than 30 calendar days after it becomes a Well-Known Seasoned Issuer, and to cause such Automatic Shelf Registration Statement to remain effective thereafter until the end of the Effectiveness Period and shall file additional Automatic Shelf Registration Statements as necessary until the earlier of (i) the date on which all Registrable Securities included in such registration have been sold; and (ii) the date on which all such securities are no longer Registrable Securities. The Company shall give written notice of filing such Automatic Shelf Registration Statement to all of the Holders as promptly as practicable thereafter. At any time after the filing of an Automatic Shelf Registration Statement by the Company, if the Company is no longer a Well-Known Seasoned Issuer (the "**Determination Date**"), the Company shall (A) as promptly as practicable, but in no event more than 20 calendar days after such Determination Date, give written notice thereof to all of the Holders and (B) within 30 calendar days after such Determination Date, file a Registration Statement on an appropriate form (or a post-effective amendment converting the Automatic Shelf Registration Statement to an appropriate form) covering all of the Registrable Securities, and use reasonable best efforts to have such Registration Statement declared effective as promptly as reasonably practicable after the date the Automatic Shelf Registration Statement is no longer useable by the Holders to sell their Registrable Securities.

(d) Requests for Underwritten Shelf Takedowns. At any time and from time to time after a Shelf Registration Statement has been declared effective by or, in the case of an Automatic Shelf Registration Statement, filed with, the Commission, the Required Holders may request to sell all or any portion of their Registrable Securities in an underwritten Public Offering that is registered pursuant to the Shelf Registration Statement (each, an "**Underwritten Shelf Takedown**"); *provided*, that the Company will not be required to take any action pursuant to this Section 2(d) if (A) within the 90 calendar day period preceding the date of a request for a Underwritten Shelf Takedown, the Company priced a Demand Registration or Underwritten Shelf Takedown, such Required Holders received notice of such Demand Registration or Underwritten Shelf Takedown, and, if such Required Holders elected to sell pursuant to such Demand Registration or Underwritten Shelf Takedown, were able to sell 80% of the Registrable Securities requested to be included therein at the time thereof or within 30 calendar days thereafter or (B) such Underwritten Shelf Takedown is not expected to yield aggregate gross proceeds of at least $25 million. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company (a "**Demand Shelf Takedown Notice**"). Each Demand Shelf Takedown Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Within five (5) Business Days after receipt of any Demand Shelf Takedown Notice, the Company shall give written notice of such requested Underwritten Shelf Takedown to all other Holders (a "**Company Shelf Takedown Notice**") and, subject to the provisions of Section 2(f) below, shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after sending the Company Shelf Takedown Notice.

(e) Block Sales. Notwithstanding anything in Section 2(d), any of the Holders shall be permitted to demand or participate in a Block Sale, subject to the provisions of this

Section 2(e). All requests for a Block Sale by a Backstop Party (a "**Holder Block Sale**") shall be made by giving written notice to the Company (a "**Block Sale Notice**"). Each Block Sale Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Holder Block Sale and the proposed date of such proposed Holder Block Sale, provided that such date must be at least five (5) Business Days after receipt of the Block Sale Notice. Within two (2) Business Days after receipt of any Block Sale Notice and no later than 48 hours before the date of such proposed Holder Block Sale, the Company shall give written notice of such requested Holder Block Sale to all other Holders (a "**Company Block Sale Notice**") and, subject to the provisions of Section 2(f) below, shall include in such Holder Block Sale all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 24 hours of sending the Company Block Sale Notice.

(f) Priority on Underwritten Shelf Takedowns and Holder Block Sales. If the managing underwriters for such Underwritten Shelf Takedown or Holder Block Sale advise the Company and the Holders of Registrable Securities included in the Underwritten Shelf Takedown or Holder Block Sale in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such Underwritten Shelf Takedown or Holder Block Sale exceeds the number of Registrable Securities and other securities, if any, which can be sold without adversely affecting the marketability, proposed offering price range acceptable to the Holders beneficially owning a majority of the Registrable Securities initially requested to be included in such Underwritten Shelf Takedown or Holder Block Sale, timing or method of distribution of the offering, the Company shall include in such Underwritten Shelf Takedown or Holder Block Sale the number of Registrable Securities which can be so sold in the following order of priority: (i) *first*, the Registrable Securities beneficially owned by the Holders requested to be included in such Underwritten Shelf Takedown or Holder Block Sale (as applicable), allocated *pro rata* among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Backstop Party; (ii) *second*, any securities to be sold by the Company for its own account requested to be included in such Underwritten Shelf Takedown or Holder Block Sale by the Company; and (iii) *third*, other securities requested to be included in such Underwritten Shelf Takedown or Holder Block Sale (as applicable) to the extent permitted hereunder; *provided* that the Company shall not include in any Underwritten Shelf Takedown or Holder Block Sale any such securities pursuant to the foregoing clause (iii) which are not Registrable Securities without the prior written consent of the Holders beneficially owning a majority of the Registrable Securities initially requested to be included in such Underwritten Shelf Takedown or Holder Block Sale.

(g) Selection of Underwriters. The Holders beneficially owning a majority of the Registrable Securities initially requesting an Underwritten Shelf Takedown or Holder Block Sale shall have the right to select the managing underwriters (which shall consist of one or more reputable nationally recognized investment banks) to administer the Public Offering after consultation with the Company.

3. Demand Registration.

(a) Requests for Registration. At any time and from time to time on or following the Effective Date, the Required Holders may request registration under the Securities

Act of all or any portion of the Registrable Securities beneficially owned by such Required Holder(s) (A) on Form S-1 (or any successor form then in effect) (a "**Long-Form Registration**") or (B) on Form S-3 or any similar short-form registration (a "**Short-Form Registration**"), if available (any registration under this Section 3(a), a "**Demand Registration**"); *provided*, that the Company will not be required to take any action pursuant to this Section 3(a) if (A) within the 180 calendar day period preceding the date of a Demand Registration Notice, the Company effected a Demand Registration (other than a Block Sale), such Required Holders received notice of such Demand Registration, and such Required Holders were able to register and sell pursuant to such registration all of the Registrable Securities requested to be included in such registration either at the time of the registration or within 30 calendar days thereafter or (B) such Demand Registration is not expected to yield aggregate gross proceeds of at least $25 million.

(b) Demand Registration Notices. All requests for Demand Registrations shall be made by giving written notice to the Company (the "**Demand Registration Notice**"). Each Demand Registration Notice shall specify (i) whether such Demand Registration shall be an underwritten Public Offering and (ii) the approximate number of Registrable Securities proposed to be sold in the Demand Registration. The Company shall promptly give written notice (a "**Company Demand Registration Notice**") of the filing of a Registration Statement pursuant to this Section 3 to all of the Holders not less than five (5) Business Days before such filing and, subject to the provisions of Section 3(d) below, shall include in such Demand Registration all Registrable Securities beneficially owned by Holders on the date of the Company Demand Registration Notice with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after the date of the Company Demand Registration Notice.

(c) Short-Form Registrations. Demand Registrations shall be Short-Form Registrations whenever the Company is permitted to use any applicable short form registration statement under the rules and regulations of the Securities Act, unless the underwriters, in their reasonable discretion, determine that the use of a Long-Form Registration is necessary in order for the successful offering of such Registrable Securities. Promptly after the Company has become eligible to use Form S-3 under the Securities Act, the Company shall use reasonable best efforts to make Short-Form Registrations on Form S-3 (or any successor form) available for the resale of Registrable Securities on a continuous or delayed basis.

(d) Priority on Demand Registrations. If the Demand Registration is an underwritten Public Offering and the managing underwriters for such Demand Registration advise the Company and applicable Holders in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such Demand Registration exceeds the number of Registrable Securities and other securities, if any, which can be sold without adversely affecting the marketability, proposed offering price range acceptable to the Holders beneficially owning a majority of the Registrable Securities initially requested to be included in the Demand Registration, timing or method of distribution of the offering, the Company shall include in such Demand Registration the number of Registrable Securities which can be sold without such adverse effect in the following order of priority: (i) *first*, the Registrable Securities beneficially owned by Holders requested to be included in such Demand Registration, allocated *pro rata* among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Backstop Party; (ii) *second*, any securities to be sold by the Company for its own account requested to be included in such Demand Registration by the Company; and (iii) *third*, other securities requested to be included in such Demand Registration to the extent permitted hereunder; *provided* that the Company shall not include in any Demand Registration any such securities pursuant to the foregoing clause (iii) which are not Registrable Securities without the prior written consent of the Holders beneficially owning a majority of the Registrable Securities initially requested to be included in such Demand Registration.

(e) Selection of Underwriters. The Holders beneficially owning a majority of the Registrable Securities initially requesting a Demand Registration which is an underwritten Public Offering shall have the right to select the managing underwriters (which shall consist of one or more reputable nationally recognized investment banks) to administer the Public Offering after consultation with the Company.

(f) Effective Demand Registration. A registration shall not constitute an effective Demand Registration unless:

(i) it has been declared effective by, or became automatically effective upon filing with, the Commission and remains continuously effective for the Required Effective Period;

(ii) if after such Demand Registration has become effective and prior to all of the Registrable Securities registered in such Demand Registration being sold, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason not attributable to the Holder requesting the Demand Registration, such interference is eliminated within 45 calendar days thereafter; or

(iii) if the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, it is by reason of a failure on the part of the Holders.

4. Piggyback Registration.

(a) Right to Piggyback. Whenever the Company proposes to file a Registration Statement under the Securities Act or conduct a Shelf Takedown with respect to a Public Offering of any class of the Company's Capital Stock (other than a Demand Registration, Underwritten Shelf Takedown, Holder Block Sale or Excluded Registration, a "**Piggyback Registration**"), the Company shall give prompt written notice to all Holders of Registrable Securities of its intention to effect such Piggyback Registration (the "**Piggyback Registration Notice**") and (i) in the case of a Piggyback Registration that is a Shelf Takedown or is automatically effective upon filing, such Piggyback Registration Notice shall be given not less than five (5) Business Days (two (2) Business Days in the case of a Block Sale) prior to the expected date of commencement of marketing efforts for such Shelf Takedown and (ii) in the case of any other Piggyback Registration, such Piggyback Registration Notice shall be given not less than five (5) Business Days after the public filing of such Registration Statement; *provided, however*, notwithstanding any other provision of this Agreement, if the managing underwriter or managing underwriters of a Piggyback Registration that includes an underwritten Public Offering advise the Company that in their reasonable opinion that the inclusion of any of a Holder's Registrable Securities requested for inclusion in the subject Piggyback Registration would likely have an adverse effect in any material respect on the price, timing or distribution of Common Stock proposed to be included in such Piggyback Registration, the Company shall have no obligation to provide a Piggyback Registration Notice to such Holder and such Holder shall have no right to include any Registrable Securities in such Piggyback Registration. The Company shall, subject to the provisions of Section 4(b) below, include in such Piggyback Registration, as applicable, all Registrable Securities beneficially owned by Holders on the date of the Piggyback Registration Notice with respect to which the Company has received written requests for inclusion therein within five (5) Business Days (two (2) Business Days in the case of a Block Sale) after the date of the Piggyback Registration Notice.

(b) Priority on Piggyback Registrations. For any Piggyback Registration that includes an underwritten Public Offering and the managing underwriters advise the Company in writing that in their reasonable opinion the number of securities requested to be included in such Piggyback Registration exceeds the number of Registrable Securities and other securities, if any, which can be sold without adversely affecting the marketability, proposed offering price range acceptable to the Holders beneficially owning a majority of the Registrable Securities requested to be included in such Piggyback Registration, timing or method of distribution of the offering, the Company shall include in such Piggyback Registration the number of Registrable Securities which can be sold without such adverse effect in the following order of priority: (i) *first*, if the Piggyback Registration includes a primary offering of Company securities for the Company's own account, the securities offered by the Company thereby; (ii) *second*, the Registrable Securities requested to be included in such Piggyback Registration by the remaining Holders allocated *pro rata* among the remaining Holders on the basis of the number of Registrable Securities beneficially owned by each Holder; and (iii) *third*, other securities requested to be included in such Piggyback Registration, if any.

(c) Selection of Underwriters. For any Piggyback Registration that includes an underwritten Public Offering, the Company shall have the right to select the managing

underwriters to administer the Public Offering (which shall consist of one or more reputable nationally recognized investment banks).

5. Suspensions; Withdrawals; Notices.

(a) Suspensions. The Company may postpone, for up to 90 calendar days from the date of the Demand Registration Notice, Demand Shelf Takedown Notice, Block Sale Notice or request for a Shelf Registration Statement, the filing or the effectiveness of a Registration Statement for a Demand Registration or Shelf Registration Statement or suspend the use of a Prospectus that is part of a Shelf Registration for up to 90 calendar days from the date of the Suspension Notice and therefore suspend sales of Registrable Securities included therein by providing written notice to the Holders included in such registration if the Company shall have furnished to the Holders a certificate signed by the Chief Executive Officer (or other authorized officer) of the Company stating that the Company's Board of Directors has determined in its reasonable good faith judgment that the offer or sale of Registrable Securities should be suspended; *provided* that the Company may not invoke a delay pursuant to this Section 5(a) more than twice or for more than 120 calendar days in the aggregate, in each case, in any 12-month period. The Company may invoke this Section 5(a) only if the Company's Board of Directors determines in good faith, after consultation with its advisors or legal counsel, that the offer or sale of Registrable Securities would reasonably be expected to: (i) have a Material Adverse Effect on any proposal or plan by the Company or any of its subsidiaries to engage in any material acquisition of assets or stock (other than in the ordinary course of business) or any material merger, consolidation, tender offer, recapitalization, reorganization or other transaction involving the Company or any of its subsidiaries; or (ii) require premature disclosure of material non-public information ("**MNPI**") that the Company has a *bona fide* business purpose for preserving as confidential. Furthermore, the Company shall not be required to effect any registration pursuant to this Agreement while awaiting the Commission to declare the effectiveness of a registration statement of the Company.

(b) In the case of an event that causes the Company to suspend the use of a Registration Statement as set forth in Section 5(a) or Section 6(a)(vi)(A), (a "**Suspension Event**"), the Company shall give a notice to the Holders of Registrable Securities included in such Registration Statement (a "**Suspension Notice**") to suspend sales of the Registrable Securities and such notice shall state that such suspension shall continue only for so long as the Suspension Event or its effect is continuing. The Company shall not include any MNPI in the Suspension Notice or otherwise provide such information to a Holder unless specifically requested by a Holder in writing. A Holder shall not sell any Registrable Securities pursuant to such Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice. Holders may recommence sales of Registrable Securities pursuant to the Registration Statement (or such filings) following further written notice to such effect (an "**End of Suspension Notice**") from the Company, and such End of Suspension Notice shall be given by the Company to the Holders and Counsel to the Holders promptly following the conclusion of any Suspension Event.

(c) Time Extension. Notwithstanding any provision herein to the contrary, if the Company gives a Suspension Notice with respect to any Registration Statement pursuant to this Section 5(c), the Company agrees that it shall (i) extend the Required Effective Period which

such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from the date of receipt by the Holders of the Suspension Notice to and including the date of receipt by the Holders of the End of Suspension Notice; and (ii) provide copies of any supplemented or amended prospectus necessary to resume sales, with respect to each Suspension Event; *provided* that such period of time shall not be extended beyond the date that there are no longer Registrable Securities covered by such Registration Statement.

(d) Withdrawal Requests. At any time prior to the effective date of a Registration Statement, the Required Holders may withdraw such demand or request for registration ("**Withdrawal Request**") by providing written notice of such withdrawal to the Company. The Company shall pay all Registration Expenses in connection with any Registration Statement subject to a Withdrawal Request. Any Holder may withdraw its request for inclusion of Registrable Securities in a Registration Statement by giving written notice to the Company of its intention to remove its Registrable Securities from such Registration Statement within two (2) Business Days before the earlier of (i) the expected date of the commencement of marketing efforts for the Public Offering in connection with such Registration Statement or (ii) the effectiveness of the Registration Statement.

6. Company Undertakings.

(a) Whenever Registrable Securities are registered pursuant to this Agreement, the Company shall use reasonable best efforts to effect the registration and the sale of such Registrable Securities as soon as reasonably practicable in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as promptly as reasonably practicable:

(i) prepare and file with the Commission a Registration Statement with regard to such Registrable Securities as soon as reasonably practicable but not later than 60 calendar days of its receipt of an applicable notice from the Required Holders (unless the Registration Statement would be required pursuant to the rules and regulations of the Securities Act to include any audited or unaudited consolidated or pro forma financial statements that are not then currently available, in which case, promptly after such financial statements are available) and use reasonable best efforts to cause such Registration Statement to become effective as soon thereafter as is reasonably practicable;

(ii) before filing a Registration Statement or Prospectus or any amendments or supplements thereto, furnish to the Holders whose Registrable Securities are requested to be included in the Registration Statement copies of all such documents, other than exhibits, documents that are incorporated by reference and such documents that are otherwise publicly available on EDGAR, proposed to be filed and such other documents reasonably requested by such Holders and provide Counsel to the Holders with a reasonable opportunity to review and comment on such documents of no less than three (3) Business Days;

(iii) notify each Holder of the effectiveness of each Registration Statement and prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective for a

period of not less than (A) 90 calendar days in the case of a Demand Registration that is not a Shelf Registration or (B) in the case of a Shelf Registration, until the date on which all Registrable Securities have been sold pursuant to the Shelf Registration or have otherwise ceased to be Registrable Securities, (or, in each case, if sooner, until all Registrable Securities have been sold under such Registration Statement), and comply with the provisions of the Securities Act (including by preparing and filing with the Commission any Prospectus or supplement to be used in connection therewith) with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the Holders as set forth in such Registration Statement (each such period as applicable, the "**Required Effective Period**");

(iv) furnish to each seller of Registrable Securities, and the managing underwriters, without charge, such number of copies of the applicable Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus, final Prospectus, and any other Prospectus (including any Prospectus filed under Rule 424, Rule 430A or Rule 430B promulgated under the Securities Act and any Issuer Free Writing Prospectus)), all exhibits and other documents filed therewith and such other documents as such seller or such managing underwriters may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(v) (A) register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests in writing, (B) keep such registration or qualification in effect for so long as such Registration Statement remains in effect, and (C) do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (*provided* that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction);

(vi) notify each seller of such Registrable Securities, the managing underwriters and Counsel to the Holders (A) at any time when a Prospectus relating to the applicable Registration Statement is required to be delivered under the Securities Act, (1) upon discovery that, or upon the happening of any event as a result of which, such Registration Statement, or the Prospectus or Issuer Free Writing Prospectus relating to such Registration Statement, or any document incorporated or deemed to be incorporated therein by reference contains an untrue statement of a material fact or omits any material fact necessary to make the statements in the Registration Statement or the Prospectus or Issuer Free Writing Prospectus relating thereto not misleading or otherwise requires the making of any changes in such Registration Statement, Prospectus, Issuer Free Writing Prospectus or document, and, at the request of any such seller, the Company shall promptly prepare a supplement or amendment to such Prospectus or Issuer Free Writing Prospectus, furnish a reasonable number of copies of such supplement or amendment to each seller of such Registrable Securities, Counsel to the Holders and the managing underwriters and file such supplement or amendment with the Commission so that, as thereafter delivered to the purchasers of such Registrable Securities, such

Prospectus or Issuer Free Writing Prospectus as so amended or supplemented shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading, (2) as soon as the Company becomes aware of any comments or inquiries by the Commission or any requests by the Commission or any federal or state governmental authority for amendments or supplements to a Registration Statement or related Prospectus or Issuer Free Writing Prospectus covering Registrable Securities or for additional information relating thereto, (3) as soon as the Company becomes aware of the issuance or threatened issuance by the Commission of any stop order suspending or threatening to suspend the effectiveness of a Registration Statement covering the Registrable Securities or (4) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any Registrable Security for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and (B) when each Registration Statement or any amendment thereto has been filed with the Commission and when each Registration Statement or the related Prospectus or Issuer Free Writing Prospectus or any Prospectus supplement or any post-effective amendment thereto has become effective;

(vii) use reasonable best efforts to cause all such Registrable Securities (A) if the Common Stock is then listed on a National Securities Exchange or included for quotation in a recognized trading market, to continue to be so listed or included, and (B) to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of the Registrable Securities;

(viii) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities from and after the effective date of the applicable Registration Statement;

(ix) in connection with any underwritten Public Offering (including an Underwritten Shelf Takedown):

(A) enter into and perform under such customary agreements (including underwriting agreements in customary form, including customary representations and warranties and provisions with respect to indemnification and contribution) and take all such other actions as the Holders beneficially owning a majority of the Registrable Securities initially requested to be sold or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities and provide reasonable cooperation, including causing appropriate officers to attend and participate in "road shows" and analyst or investor presentations and such other selling or other informational meetings organized by the underwriters, if any (taking into account the needs of the Company's businesses and the responsibilities of such officers with respect thereto and the requirement of the marketing process); and

(B) use reasonable best efforts to obtain and cause to be furnished to each such Holder included in such underwritten Public

Offering and the managing underwriters a signed counterpart of (i) one or more comfort letters from the Company's independent public accountant(s) in customary form and covering such matters of the type customarily covered by comfort letters and (ii) a legal opinion (and negative assurance letter) of counsel to the Company addressed to the relevant underwriters and/or such Holders of Registrable Securities, in each case in customary form and covering such matters of the type customarily covered by such letters as the managing underwriters and/or Holders beneficially owning a majority of the Registrable Securities initially requested to be included in such underwritten Public Offering reasonably request;

(x) upon reasonable notice and at reasonable times during normal business hours, make available for inspection by a representative appointed by the Holders of a majority of Registrable Securities proposed to be included in any disposition pursuant to a Registration Statement, Counsel to the Holders, any underwriter participating in any disposition pursuant to such registration, as applicable, and any other attorney or accountant retained by such Holder or underwriter, all financial and other records and pertinent corporate documents of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Holder, underwriter, attorney or accountant in connection with such Registration Statement or Shelf Takedown, as applicable, and make themselves available at mutually convenient times to discuss the business of the Company and other matters reasonably requested by any such Holders, sellers, underwriter or agent thereof in connection with such Registration Statement as shall be necessary (subject to the Company's compliance with Regulation FD) to enable them to exercise their due diligence responsibility, as applicable (any information provided under this Section 6(a)(x), "**Due Diligence Information**"); *provided* that the Company shall not provide any Due Diligence Information to a Holder unless such Holder explicitly requests such Due Diligence Information in writing and such Holder has entered into a customary confidentiality agreement with the Company with respect to MNPI; *provided*, *further*, that any Due Diligence Information subject to such restrictions shall be conspicuously labeled as confidential and potentially containing MNPI.

(xi) permit Counsel to the Holders, any underwriter participating in any disposition pursuant to a Registration Statement, and any other attorney, accountant or other agent retained by any Holder or underwriter, to participate (including, but not limited to, reviewing, commenting on and attending all meetings) in the preparation of such Registration Statement and any Prospectus supplements relating to a Shelf Takedown, if applicable;

(xii) in the event of the issuance or threatened issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related Prospectus or suspending the qualification of any Common Stock included in such Registration Statement for sale in any jurisdiction, the Company shall use reasonable best efforts to (A) prevent the issuance of any such stop order, and in the event of such issuance, to obtain the withdrawal of such order and (B) obtain the withdrawal of any order suspending or preventing the use of any related Prospectus or Issuer Free Writing Prospectus or

suspending qualification of any Registrable Securities included in such Registration Statement for sale in any jurisdiction at the earliest practicable date;

(xiii) provide a CUSIP number for the Registrable Securities prior to the effective date of the first Registration Statement including Registrable Securities;

(xiv) promptly notify in writing the participating Holders, the sales or placement agent, if any, therefor and the managing underwriters of the securities being sold: (A) when such Registration Statement or related Prospectus or Free Writing Prospectus or any Prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to any such Registration Statement or any post-effective amendment, when the same has become effective; and (B) of any written comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto;

(xv) (A) prepare and file with the Commission such amendments and supplements to each Registration Statement as may be necessary to comply with the provisions of the Securities Act, including post effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder and, if applicable, file any Registration Statements pursuant to Rule 462(b) promulgated under the Securities Act; (B) cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; (C) comply with the provisions of the Securities Act and the Exchange Act and any applicable securities exchange or other recognized trading market with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; and (D) provide additional information related to each Registration Statement as requested by, and obtain any required approval necessary from, the Commission or any federal or state governmental authority;

(xvi) cooperate with each Holder and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xvii) within the deadlines specified by the Securities Act, make all required filing fee payments in respect of any Registration Statement or Prospectus used under this Agreement (and any Public Offering covered thereby);

(xviii) if requested by any participating Holder or the managing underwriters, promptly include in a Prospectus supplement or amendment such information as the Holder or managing underwriters may reasonably request, including in order to permit the intended method of distribution of such securities, and make all required filings of such Prospectus supplement or such amendment as soon as reasonably practicable after the Company has received such request;

(xix) in the case of certificated Registrable Securities, cooperate with the participating Holders of Registrable Securities and the managing underwriters to facilitate the

timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each participating Holder that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with the Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the Holders or managing underwriters may reasonably request at least two (2) Business Days prior to any sale of Registrable Securities; and

(xx) use reasonable best efforts to take all other actions deemed necessary or advisable in the reasonable judgment of the Company to effect the registration and sale of the Registrable Securities contemplated hereby.

(b) From and after the date that is sixty (60) days after the Effective Date, the Majority Holders may at any time, by written notice to the Company (a "**Listing Request**"), request that the Company list the shares of Common Stock on a National Securities Exchange or Alternative Securities Exchange that is approved in writing by the Majority Holders. In the event the Common Stock is listed on an Alternative Securities Exchange but not a National Securities Exchange, the Majority Holders retain the right to make subsequent Listing Requests until the Company is listed on a National Securities Exchange, provided such listing is then permitted under the rules of such National Securities Exchange.

(i) Upon receipt of a Listing Request, the Company shall make public disclosure of such Listing Request to the extent it may be required pursuant to Regulation FD and also disclose the Listing Request to all other Holders (except any Holders that have made an Opt-Out Election pursuant to 7(e)); *provided* that the Company may first request that the Majority Holders withdraw such Listing Request if (i) in the reasonable judgment of the Company's Board of Directors such Listing Request is not in the best interests of the Company and its stockholders at such time or (ii) at the time of the Listing Notice the Company does not meet the listing standards and eligibility requirements of such National Securities Exchange or Alternative Securities Exchange and in the reasonable judgment of the Company's Board of Directors meeting such standards and requirements would require commercially unreasonable efforts on the part of the Company. The Majority Holders may decide in their sole discretion to withdraw the Listing Request.

(ii) If the Listing Request is not withdrawn, the Company shall use its reasonable best efforts to cause the Common Stock to be publicly traded and listed on such National Securities Exchange or Alternative Securities Exchange as soon as possible but in any event within sixty (60) days after the Company's receipt of such Listing Request; *provided* that, notwithstanding the foregoing, the Company shall be required to use commercially reasonable efforts to meet any listing standards and eligibility requirements of such National Securities Exchange or Alternative Securities Exchange at the time of the Listing Notice.

(c) The Company shall hold in confidence and not make any disclosure of information concerning a Holder provided to the Company pursuant to this Agreement unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a

subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that to the extent permitted by law, it shall, upon learning that disclosure of such information concerning a Holder is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Holder and allow such Holder, at the Holder's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(d) As of the date hereof and except as provided pursuant to the Plan, the Company represents and warrants that it is not a party to, or otherwise subject to, any other agreement granting registration rights to any other Person with respect to any securities of the Company, including securities convertible, exercisable or exchangeable into or for shares of any Capital Stock of the Company.

(e) With a view to making available certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, on and after the Effective Date and until such date as no Holder owns any Registrable Securities, the Company agrees to:

(i) use reasonable best efforts to continue to file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder;

(ii) make available information necessary to comply with Section 4(a)(7) under the Securities Act and Rule 144, Rule 144A and Regulation S promulgated under the Securities Act, if available, with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Section 4(a)(7), Rule 144, Rule 144A and Regulation S promulgated under the Securities Act, as may be amended from time to time, or any other similar rules or regulations now existing or hereafter adopted by the Commission; and

(iii) upon the reasonable written request of any Holder, the Company will deliver to such Holder a written statement as to whether the Company has complied with such information requirements, and, if not, the specific reasons for non-compliance.

(f) The Company agrees that nothing in this Agreement shall prohibit the Holders, at any time and from time to time, from selling or otherwise transferring Registrable Securities pursuant to a private placement or other transaction which is not registered pursuant to the Securities Act.

7. Holder Undertakings.

(a) Free Writing Prospectuses. Each Holder represents that it has not prepared or had prepared on its behalf or used or referred to, and agrees that it will not prepare or have prepared on its behalf or used or refer to, any Free Writing Prospectus, and has not distributed and will not distribute any written materials in connection with the offer or sale of Common

Stock without the prior written consent of the Company and, in connection with any underwritten Public Offering, the underwriters. Any such Free Writing Prospectus consented to by the Company and the underwriters, as the case may be, is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company represents and agrees that it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(b) Information for Inclusion. Each selling Holder that has requested or will request inclusion of its Registrable Securities in any Registration Statement shall furnish to the Company such information regarding such Holder and its plan and method of distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing. The Company may refuse to proceed with the registration of such Holder's Registrable Securities if such Holder unreasonably fails to furnish such information within a reasonable time after receiving such request.

(c) Underwritten Public Offering Participation. No Person may participate in any underwritten Public Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements in customary form entered into pursuant to this Agreement and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; *provided* that no Holder included in any underwritten Public Offering shall be required to make any representations or warranties to the Company or the underwriters (other than (A) representations and warranties regarding (1) such Holder's ownership of its Registrable Securities to be sold or transferred, (2) such Holder's power and authority to effect such transfer, and (3) such matters pertaining to compliance with securities laws as may be reasonably requested by the Company or the underwriters, and (B) such other representations, warranties and other provisions relating to such Holder's participation in such Public Offering as may be reasonably requested by the underwriters) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 11(b), or to the underwriters with respect thereto, except to the extent of the indemnification being given to the underwriters and their controlling Persons in Section 11(b).

(d) Price and Underwriting Discounts. In the case of an underwritten Demand Registration or Underwritten Shelf Takedown requested by Holders pursuant to this Agreement, the price, underwriting discount and other financial terms of the related underwriting agreement for the Registrable Securities shall be determined by the Holders beneficially owning a majority of the Registrable Securities initially requested to be included in such underwritten Public Offering.

(e) Notice Opt-In and Opt-Out. Notwithstanding anything to the contrary in this Agreement, until a Holder makes an affirmative written election, the Company shall not be required to and shall not deliver any notice or any information to such Holder that would reasonably be expected to constitute MNPI, including any applicable registration notices (including a Listing Request), or any other information under this Agreement. Upon receipt of written election to receive such notices or information (an "**Opt-In Election**") the Company shall be required to and shall provide to the Holder all applicable notices or information pursuant

to this Agreement from the date of such Opt-In Election. At any time following a Holder making an Opt-In Election, such Holder may also make a written election to no longer receive any such notices or information (an "**Opt-Out Election**"), which election shall cancel any previous Opt-In Election, and, following receipt of such Opt-Out Election, the Company shall not be required to, and shall not, deliver any such notice or information to such Holder from the date of such Opt-Out Election. An Opt-Out Election may state a date on which it expires or, if no such date is specified, shall remain in effect indefinitely. A Holder who previously has given the Company an Opt-In Election or Opt-Out Election may revoke such election at any time, and there shall be no limit on the ability of a Holder to issue and revoke subsequent Opt-In Elections and Opt-Out Elections. Should any Holder have made an Opt-In Election and have received a notice or any information that would reasonably be expected to constitute MNPI, such Holder agrees that it shall treat such MNPI as confidential and shall not disclose or use such MNPI, in each case, without the prior written consent of the Company until such time as such MNPI is or becomes available to the public generally, other than as a result of disclosure by the Holder in breach of the terms of this Agreement; *provided* that a Holder may deliver or disclose MNPI (A) to its external advisors or legal counsel, but solely to the extent such disclosure reasonably relates to its evaluation of exercise of its rights under this Agreement and the sale of any Registrable Securities in connection therewith, such external advisors or legal counsel are bound by confidentiality agreements adopted in good faith to protect confidential information of third parties delivered to such Holder and the Holder remains responsible under this Agreement for any breach of such confidentiality obligations by its external advisors or legal counsel; (B) when disclosure of such information is required by court or administrative order or is necessary to respond to inquiries of regulatory authorities; (C) when disclosure of such information is required by law (including any disclosure requirements pursuant to federal securities laws in connection with the filing of any Registration Statement or the use of any Prospectus referred to in this Agreement); (D) when such information becomes generally available to the public other than as a result of a breach of this Agreement or (E) when such information becomes available to any such Person from a source other than the Company and such source is not bound by a confidentiality agreement.

8. Registration Expenses.

(a) Expenses. All fees and expenses incurred by the Company in connection with this Agreement ("**Registration Expenses**") will be borne by the Company. These fees and expenses will include without limitation (i) stock exchange, Commission, FINRA and other registration and filing fees, (ii) all fees and expenses incurred in connection with complying with any securities or blue sky laws (including reasonable fees, charges and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and disbursements of counsel to the Company and of its independent public accountants and any other accounting and legal fees, charges and expenses incurred by the Company (including any expenses arising from any special audits or "comfort letters" required in connection with or incident to any registration) and other Persons retained by the Company, (v) the fees and expenses incurred in connection with the listing of the Registrable Securities on a National Securities Exchange, and (vi) reasonable and customary fees and expenses of any underwriter (for an underwritten Public Offering permitted by the terms of this Agreement) excluding discounts and commissions for the sale of Registrable Securities. For the avoidance of doubt, Registration Expenses shall not include Selling Expenses.

(b) Reimbursement of Counsel. The Company will also reimburse or pay, as the case may be, the Holders of Registrable Securities included in such registration for the reasonable fees and out-of-pocket expenses of one Counsel to the Holders relating to or in connection with any action taken pursuant to this Agreement within 30 calendar days of presentation of an invoice approved by such Holders and disbursements of each additional counsel retained by any Holder for the purpose of rendering a legal opinion on behalf of such Holder in connection with any underwritten Public Offering if the managing underwriters of such Public Offering or the Company reasonably request such legal opinion and Counsel to the Holders cannot reasonably provide such legal opinion due to legal jurisdiction or otherwise.

9. Lock-Up Agreements.

(a) Lock-Up Agreements and Market Stand-Off.

(i) In the event of any underwritten Public Offering or an Excluded Registration, if reasonably requested by the Company and the managing underwriters of such underwritten Public Offering and required by the Holders of a majority of the Registrable Securities participating in such Public Offering, each Holder agrees that in connection with such underwritten Public Offering it shall not (A) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144 or Section 1145 of the Bankruptcy Code), directly or indirectly, any Capital Stock of the Company (including Capital Stock of the Company that may be deemed to be owned beneficially by such Holder in accordance with the rules and regulations of the Commission) (collectively, "**Equity Securities**"), (B) enter into a transaction which would have the same effect as described in clause (A) above, (C) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Equity Securities, whether such transaction is to be settled by delivery of such Equity Securities, in cash or otherwise (each of (A), (B) and (C) above, a "**Sale Transaction**"), or (D) publicly disclose the intention to enter into any Sale Transaction, from the earlier of (1) the date of the pricing of such Public Offering or (2) the filing of a preliminary Prospectus or Prospectus supplement immediately prior to the commencement of marketing efforts by the managing underwriters until (and including) the date that is 90 calendar days following the date of the final Prospectus or Prospectus supplement, as applicable, for such Public Offering (the "**Restricted Period**"), unless the underwriters managing the Public Offering otherwise agree in writing in a Lock-Up Agreement pursuant to Section 9(a)(ii); *provided further* that the foregoing restrictions shall only be applicable to any Holder if all executive officers and directors of the Company are bound by Lock-Up Agreements or substantially similar transfer restrictions; *provided further* that if any Holder's Lock-Up Agreement is any less restrictive than the foregoing provisions, then such less restrictive provisions shall apply.

(ii) Any Lock-Up Agreement (a "**Lock-Up Agreement**") required pursuant to Section 9(a)(i) shall be addressed to the managing underwriters of such underwritten Public Offering and be in customary form and substance with customary exceptions as reasonably requested by such managing underwriters. Each Lock-Up Agreement shall set forth a Holder's agreement not to engage in any Sale Transactions during the Restricted Period. The foregoing requirements to enter into a Lock-Up Agreement are only applicable to a Holder if all executive officers and directors of the Company are bound by and have entered into substantially similar or more restrictive Lock-Up Agreements.

(iii) The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the restrictions set forth in this Section 9(a) until the end of the applicable Restricted Period of the Lock-Up Agreement.

(b) Company Lock-Up. If reasonably requested by the managing underwriters for any underwritten Public Offering, the Company shall: (i) agree to a customary lock up provision applicable to the Company in an underwriting agreement as reasonably requested by the managing underwriters for such Public Offering and (ii) cause each of its executive officers and directors, in each case, to enter into Lock-Up Agreements with the managing underwriters of such Public Offering meeting the requirements of Section 9(a)(ii).

10. Public Reports.

(a) For so long as the Company is subject to the requirements to publicly file information or reports with the Commission pursuant to Section 13 or 15(d) of the Exchange Act, the Company shall use best efforts to timely file all information and reports with the Commission and comply with all such requirements. Subject to Section 10(c), if the Company is not subject to the requirements of Section 13 or 15(d) of the Exchange Act, the Company shall continue to file such information with the Commission within the time periods specified in the Commission's rules and regulations applicable to non-accelerated filers (as in effect on the date hereof) with (i) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations", all certified by the principal financial or accounting officer of the Company and, with respect to annual information only, a report thereon by the Company's certified independent accountants, and (ii) all current reports that would be required to be filed with the Commission on Form 8-K if the Company were required to file such reports.

(b) Conference Calls. Subject to Section 10(c) and after the Common Stock is listed on a National Securities Exchange or the NYSE MKT, the Company will arrange and participate in quarterly conference calls with the Holders and securities analysts to discuss its results of operations (including any financial information filed with the Commission pursuant to Section 13 or 15(d) of the Exchange Act or Section 10(a)) no later than three (3) Business Days following that date on which each of the quarterly and annual reports are made available; provided that the Company may limit the information made available during such conference calls to the extent the Company determines, in its reasonable judgment, that such information (i) would not be material to Holders or to the business, assets, operations or financial positions of the Company and its subsidiaries, taken as a whole, or (y) would otherwise cause material competitive harm to the business, assets, operations, financial position or prospects of the Company and its subsidiaries, taken as a whole. The Company will provide dial-in conference call information and presentations or materials referred to on such calls, if any, substantially concurrently with the posting of such reports as provided for pursuant to Section 13 or 15(d) of the Exchange Act or pursuant to Section 10(a).

(c) Waiver. The Company's obligations under this Section 10 may be waived at any time by prior written consent of the Majority Holders.

11. Indemnification; Contribution.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless each Holder registered pursuant to this Agreement, such Holder's Affiliates, directors, officers, employees, members, managers, agents and any Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and any underwriter that facilitates the sale of the Registrable Securities and any Person who controls such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities and expenses ("**Losses**") to which they or any of them may become subject insofar as such Losses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement pursuant to which Registrable Securities were registered, Prospectus, preliminary prospectus, any road show, as defined in Rule 433(h)(4) under the Securities Act a ("**road show**"), or Issuer Free Writing Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in the case of any Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus, in light of the circumstances under which they were made, to make the statements therein not misleading and the Company agrees to reimburse each such indemnified party for any reasonable legal or other reasonable out-of-pocket expenses incurred by them in connection with investigating or defending any such Losses (whether or not the indemnified party is a party to any proceeding); *provided*, *however*, that the Company will not be liable in any case to the extent that any such Loss arises out of or is based upon any such untrue or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any such Holder specifically for inclusion therein, including, without limitation, any notice and questionnaire. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Indemnification by the Holders. Each Holder severally (and not jointly) agrees to indemnify and hold harmless the Company and each of its Affiliates, directors, employees, members, managers, agents and each Person who controls the Company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and any underwriter that facilitates the sale of Registrable Securities and any Person who controls such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all Losses to which they or any of them may become subject insofar as such Losses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement pursuant to which Registrable Securities were registered, Prospectus, preliminary Prospectus, road show, Issuer Free Writing Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in the case of any Prospectus, preliminary prospectus, road show, Issuer Free Writing Prospectus, in light of the circumstances under which they were made, to make the statements therein not misleading, to the extent, but only to the extent, that any such untrue statement or alleged untrue statement or omission or alleged omission is contained in any written information furnished to the Company by or on behalf of such Holder specifically for inclusion

therein; *provided, however*, that the maximum amount to be indemnified by such Holder pursuant to this Section 11(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder in the Public Offering to which such Registration Statement, Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus relates; *provided, further*, that a Holder shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus or any amendment thereof or supplement thereto, each Holder has furnished in writing to the Company, information expressly for use in, and within a reasonable period of time prior to the effectiveness of such Registration Statement or the use of the Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus, or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided to the Company. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Conduct of Indemnification Proceedings. Promptly after receipt by an indemnified party under this Section 11 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 11(c), notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under Section 11(a) or Section 11(b) above unless and to the extent such action and such failure results in material prejudice to the indemnifying party and forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in Section 11(a) or Section 11(b) above. The indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, except as provided in the next sentence, after notice from the indemnifying party to such indemnified party of its election to so assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding the indemnifying party's rights in the prior sentence, the indemnified party shall have the right to employ its own counsel (and one local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if:

(i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with an actual or potential conflict of interest;

(ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party;

(iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or

(iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party.

No indemnifying party shall, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general circumstances or allegations, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. An indemnifying party shall not be liable under this Section 11(c) to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party (which consent shall not be unreasonably withheld), consent to entry of any judgment or enter into any settlement or compromise unless such settlement or compromise (x) includes as an unconditional term thereof the giving by the claimant or plaintiff therein, to such indemnified party, of a full and final release from all liability in respect to such claim or litigation and (y) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of such indemnified party.

(d) Contribution.

(i) In the event that the indemnity provided in Section 11(a) or Section 11(b) above is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party agrees to contribute to the aggregate Losses (including reasonable legal or other reasonable out-of-pocket expenses incurred in connection with investigating or defending same) to which such indemnifying party may be subject in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party on the one hand and by the indemnified party on the other from the Public Offering of the Common Stock; *provided, however*, that the maximum amount of liability in respect of such contribution shall be limited in the case of any Holder to the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder in connection with such registration. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the indemnifying party on the one hand and the indemnified party on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party on the one hand or the indemnified party on the other and the parties'

relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(ii) The parties agree that it would not be just and equitable if contribution pursuant to this Section 11(d) were determined by *pro rata* allocation (even if the Holders of Registrable Securities or any agents or underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 11(d). The amount paid or payable by an indemnified party as a result of the Losses referred to above in this Section 11(d) shall be deemed to include any reasonable legal or other reasonable out-of-pocket expenses incurred by such indemnified party in connection with investigating or defending any such action or claim.

(iii) Notwithstanding the provisions of this Section 11(d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(iv) For purposes of this Section 11, each Person who controls any Holder, agent or underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and each director, officer, employee and agent of any such Holder, agent or underwriter shall have the same rights to contribution as such Holder, agent or underwriter, and each Person who controls the Company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this Section 11(d).

(e) The provisions of this Section 1011 will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder or the Company or any of the officers, directors or controlling Persons referred to in this Section 11, and will survive the transfer of Registrable Securities.

12. Transfer of Registration Rights.

The rights of a Holder hereunder may be transferred, assigned, or otherwise conveyed on a *pro rata* basis in connection with any transfer, assignment, or other conveyance of Registrable Securities to any transferee or assignee; *provided* that all of the following additional conditions are satisfied with respect to any transfer, assignment or conveyance of rights hereunder: (a) such transfer, assignment or conveyance (other than any transfer, assignment or conveyance of rights of a Holder to an Affiliate or Related Fund of such Holder) is for not less than the lesser of (i) 1% of the outstanding Common Stock and (ii) all of the Common Stock initially held by such Holder upon the Effective Date of the Plan; (b) such transfer, assignment or conveyance is effected in accordance with applicable securities laws; (c) such transferee or assignee agrees in writing to become subject to the terms of this Agreement by executing and delivering to the Company a Joinder; and (d) the Company is given written notice by such Holder within 15 Business Days of such transfer or assignment, stating the name and address of the transferee or assignee, identifying the Registrable Securities with respect to which such rights are being

transferred or assigned and the total number of Registrable Securities and other Capital Stock of the Company beneficially owned by such transferee or assignee.

13. Amendment, Modification and Waivers; Further Assurances.

(a) Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument, (a) signed by (i) the Company, and (ii) the Majority Holders; *provided*, that no provision of this Agreement shall be modified or amended in a manner that is disproportionately and materially adverse to any Holder, without the prior written consent of such Holder, as applicable, or (b) in the case of a waiver, by the party hereto waiving compliance.

(b) Changes in Common Stock. If, and as often as, there are any changes in the Common Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof as may be required so that the rights and privileges granted hereby shall continue with respect to the Registrable Securities as so changed and the Company shall make appropriate provision in connection with any merger, consolidation, reorganization or recapitalization that any successor to the Company (or resulting parent thereof) shall agree, as a condition to the consummation of any such transaction, to expressly assume the Company's obligations hereunder.

(c) Effect of Waiver. No waiver of any terms or conditions of this Agreement shall operate as a waiver of any other breach of such terms and conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No written waiver hereunder, unless it by its own terms explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provisions being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

(d) Further Assurances. Each of the parties hereto shall execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

14. Miscellaneous.

(a) Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including any trustee in bankruptcy) whether so expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or Holders of Registrable Securities are also for the benefit of, and enforceable by, any subsequent Holder. No assignment or delegation of this Agreement by the Company, or any of the Company's rights, interests or

obligations hereunder, shall be effective against any Holder without the prior written consent of such Holder.

(b) Remedies; Specific Performance. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically, to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor; *provided* that the liability of the Holders shall be several and not joint. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement and shall not be required to prove irreparable injury to such party or that such party does not have an adequate remedy at law with respect to any breach of this Agreement (each of which elements the parties admit). The parties hereto further agree and acknowledge that each and every obligation applicable to it contained in this Agreement shall be specifically enforceable against it and hereby waives and agrees not to assert any defenses against an action for specific performance of their respective obligations hereunder. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies available under this Agreement or otherwise. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

(c) Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (i) delivered personally to the recipient, (ii) e-mailed or sent by facsimile to the recipient, or (iii) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the Company at the address set forth below and to any Holder at the address set forth on the signature page hereto (with copies sent at the address set forth below), or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

The Company's address is:

C&J Energy Services Ltd.
3990 Rogerdale Road
Houston, Texas 77042
Attention: Danielle Hunter, General Counsel
Telephone: (713) 325-6000
Email: Danielle.Hunter@cjes.com

with copies to:

Kirkland & Ellis LLP
600 Travis Street, Suite 3300
Houston, Texas 77002

Attention: Matthew R. Pacey, P.C.
Facsimile: (713) 835-3601
Email: matt.pacey@kirkland.com

Copies of notices to the Holders shall be sent to:

Davis Polk & Wardwell LLP
1600 El Camino Real
Menlo Park, California 94025
Attention: Timothy Graulich
Stephen Salmon
Facsimile: (650) 752-3663
Email: timothy.graulich@davispolk.com
stephen.salmon@davispolk.com

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(d) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Holders of Registrable Securities in this Agreement.

(e) Counterparts. This Agreement may be executed in one or more counterparts, and may be delivered by means of facsimile or electronic transmission in portable document format ("pdf"), each of which shall be deemed to be an original and shall be binding upon the party who executed the same, but all of such counterparts shall constitute the same agreement.

(f) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words "include," "includes" or "including" in this Agreement shall be deemed to be followed by "without limitation." The use of the words "or," "either" or "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in

this Agreement shall be deemed to be references to the comparable successors thereto from time to time.

(g) Delivery by Facsimile and Electronic Means. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(h) Arm's Length Agreement. Each of the parties to this Agreement agrees and acknowledges that this Agreement has been negotiated in good faith, at arm's length, and not by any means prohibited by law.

(i) Sophisticated Parties; Advice of Counsel. Each of the parties to this Agreement specifically acknowledges that (i) it is a knowledgeable, informed, sophisticated Person capable of understanding and evaluating the provisions set forth in this Agreement and (ii) it has been fully advised and represented by legal counsel of its own independent selection and has relied wholly upon its independent judgment and the advice of such counsel in negotiating and entering into this Agreement.

(j) Governing Law. This Agreement and the exhibits, attachments and annexes hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York.

(k) Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby must be brought in the United States District Court for the Southern District of New York or any New York state court, in each case, located in the Borough of Manhattan, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(l) Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 14(l) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(m) Complete Agreement. This Agreement and any certificates, documents, instruments and writings that are delivered pursuant hereto, represent the complete agreement among the parties hereto as to all matters covered hereby, and supersedes any prior agreements or understandings among the parties.

(n) Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(o) Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; *provided* that (i) any Holder may elect to terminate its obligations under this Agreement by giving the Company written notice thereof and (ii) this Agreement shall automatically terminate with respect to a Holder that no longer holds any Registrable Securities; *provided further* that the provisions of Sections 6(c), 7(e), 8, 9, 11 and 14 shall survive any termination pursuant to this Section 14(o).

(p) Independent Agreement by the Holders. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder, and no provision of this Agreement is intended to confer any obligations on any Holder vis-à-vis any other Holder. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first written above.

C&J ENERGY SERVICES LTD.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first written above.

[**HOLDER**]

By: _____
Name:
Title:

Address:
_____
_____
_____

Telephone: _____

Fax No.: _____

E-mail: _____

To exercise the Opt-In Election pursuant to Section 7(e), please check the box below and countersign:

[ ] – The undersigned Holder hereby notifies the Company of its exercise of the Opt-In Election.

[**HOLDER**]

By: _____
Name:
Title:

ANNEX A

Form of Joinder Agreement

THIS JOINDER AGREEMENT is made and entered into by the undersigned with reference to the following facts:

Reference is made to the Registration Rights Agreement, dated as of [•], as amended (the "**Registration Rights Agreement**"), by and among [•] (the "**Company**"), the other parties (the "**Holders**") thereto. Capitalized terms used but not defined in this Joinder Agreement shall have the meanings ascribed thereto in the Registration Rights Agreement.

As a condition to the acquisition of rights under the Registration Rights Agreement in accordance with the terms thereof, the undersigned agrees as follows:

1. The undersigned hereby agrees to be bound by the provisions of the Registration Rights Agreement and undertakes to perform each obligation as if a Holder thereunder and an original signatory thereto in such capacity.

2. This Joinder Agreement shall bind, and inure to the benefit of, the undersigned hereto and its respective devisees, heirs, personal and legal representatives, executors, administrators, successors and assigns.

3. This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement.

[**HOLDER**]

By: _____
Name:
Title:

Date: _____

Address: _____

_____

_____

_____

Phone Number: _____

Facsimile Number: _____

E-mail for Notice: _____

I.R.S. I.D. Number: _____

Amount of Registrable Securities Acquired: _____

To exercise the Opt-In Election pursuant to Section 7(e), please check the box below and countersign:

[ ] – The undersigned Holder hereby notifies the Company of its exercise of the Opt-In Election.

[**HOLDER**]

By: _____
Name:
Title:

EXHIBIT I

Form of Unsecured Creditor Agreement

The form of Unsecured Creditor Agreement included in this **Exhibit I** remains subject to review and comment by the Committee and is being filed as part of the Plan Supplement pending approval thereby. In addition, certain documents, or portions thereof, contained in this **Exhibit I** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

UNSECURED CREDITOR AGREEMENT

This Unsecured Creditor Agreement (the "Unsecured Creditor Agreement" or "Agreement") is made this [__] day of [_____], 2016, by and between CJ Holding Co., and certain of its affiliates, the debtors and debtors in possession in the Chapter 11 Cases (collectively, the "Debtors" and, as reorganized pursuant to the Plan (as defined below), the "Reorganized Debtors")[1], on the one hand, and [Name of Unsecured Claims Representative], not individually, but solely as the unsecured claims representative for Class 6 General Unsecured Claims (the "Unsecured Claims Representative," and together with the Debtors, the "Parties"), on the other hand, executed in connection with the *Second Amended Joint Chapter 11 Plan of Reorganization of CJ Holding Co., et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as amended from time to time, the "Plan") in the Chapter 11 Cases currently pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court") with a caption of In re CJ Holding Co., et al., Case No. 16-33590 (Jointly Administered) (the "Chapter 11 Cases"). Except with respect to the terms defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Plan.

WITNESSETH

WHEREAS, the Plan was confirmed by the Confirmation Order;

WHEREAS, this Agreement and the entity created hereunder is created pursuant to, and to effectuate, the Plan, and is effective on the Effective Date of the Plan;

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number (if any), are: CJ Holding Co. (4586); Blue Ribbon Technology Inc. (6338); C&J Corporate Services (Bermuda) Ltd.; C&J Energy Production Services-Canada Ltd.; C&J Energy Services, Inc. (3219); C&J Energy Services Ltd.; C&J Spec-Rent Services, Inc. (0712); C&J VLC, LLC (9989); C&J Well Services Inc. (5684); ESP Completion Technologies LLC (4615); KVS Transportation, Inc. (2415); Mobile Data Technologies Ltd.; Tellus Oilfield Inc. (2657); Tiger Cased Hole Services Inc. (7783); and Total E&S, Inc. (5351). The location of the Debtors' service address is 3990 Rogerdale, Houston, Texas 77042.

WHEREAS, the entity formed hereunder is created on behalf, and for the sole benefit, of the holders of Allowed General Unsecured Claims in Class 6 under the Plan, as Beneficiaries;

WHEREAS, the entity created hereunder is intended to qualify as a "liquidating trust" within the meaning of Treasury Regulation section 301.7701-4(d) and as a "grantor trust" pursuant to the Internal Revenue Code sections 671-677 for United States federal income tax purposes, with the Beneficiaries treated as the grantors and owners of the Unsecured Creditor Recovery Pool;

WHEREAS, the entity created hereunder is established for the purpose of receiving, collecting, holding, and liquidating the Unsecured Creditor Recovery Pool and distributing the same and the proceeds thereof for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Plan with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the entity created hereunder;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

1.1.1 "Available Cash" shall mean Cash proceeds of the Unsecured Creditor Recovery Pool after paying, funding, reserving against, or satisfying any and all fees incurred operating and all administrative expenses, including, but not limited to, all taxes, costs, expenses, and obligations incurred by the Unsecured Claims Representative and all professionals who may be employed by the Unsecured Claims Representative in enforcing and administering the

Unsecured Creditor Agreement and the entity created hereunder and otherwise carrying out the Unsecured Claims Representative's responsibilities under this Agreement or the Plan, or in any manner connected, incidental, or related thereto and payment of such expenses.

1.1.3 "Beneficiaries" shall collectively mean the holders of Allowed General Unsecured Claims in Class 6 of the Plan, or any successors to such holders.

1.1.4 "Permitted Investments" shall include (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court or United States Trustee may approve from time to time, or (d) demand deposits or certificates of deposit at any bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least $1,000,000,000, provided, however, that the scope of any Permitted Investments shall be limited to include only those investments that, within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to be held, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise.

1.2 Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words "hereof," "herein," "hereinafter," and similar terms shall refer to this Agreement and not to any

particular Section or Article of this Agreement. The word "including" shall be construed to mean including without limitation.

ARTICLE II

PURPOSE, FUNDING AND APPOINTMENT OF UNSECURED CLAIMS REPRESENTATIVE

2.1 Purpose. The Parties, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create an entity for the purpose of receiving, collecting, distributing, and liquidating the Unsecured Creditor Recovery Pool, in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The purpose of this Agreement is to implement certain provisions of the Plan on behalf, and for the benefit, of the Beneficiaries, to serve as a mechanism for liquidating and converting to Cash, the Unsecured Creditor Recovery Pool and distributing the Available Cash and/or assets of the Unsecured Creditor Recovery Pool to the Beneficiaries. The entity created hereunder will not hold itself out as an investment company and will not conduct a trade or business. The Unsecured Claims Representative shall be the exclusive trustee of the Unsecured Creditor Recovery Pool for purposes of 31 U.S.C. § 3713(b) and Internal Revenue Code section 6012(b)(3). The Unsecured Claims Representative will distribute the Available Cash and/or assets of the Unsecured Creditor Recovery Pool to the Beneficiaries in accordance with this Agreement, the Plan, and the Confirmation Order.

2.3 Funding. On the Effective Date, the entity created hereunder shall be funded with the Unsecured Creditor Recovery Pool, which consists of: (a) Cash in the amount of $30.5 million, (b) any unused portion of the Convenience Class Recovery Pool, (c) the Unsecured Creditor New Warrants, and (d) any proceeds realized from claims and Causes of Action against Nabors.

2.4 Securities Law. Under section 1145 of the Bankruptcy Code, the issuance of beneficial interests to the Beneficiaries under the Plan shall be exempt from, among other things, the registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities. If the Unsecured Claims Representative determines, with the advice of counsel, that it is required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Unsecured Claims Representative shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the Securities and Exchange Commission.

2.5 Appointment and Acceptance of Unsecured Claims Representative. The Unsecured Claims Representative shall be deemed to be appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and all other applicable sections of the Bankruptcy Code. The Unsecured Claims Representative accepts the entity created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Unsecured Claims Representative, on behalf, and for the benefit, of the Beneficiaries, all of the Debtors' respective right, title, and interest in the Unsecured Creditor Recovery Pool, upon and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order.

ARTICLE III

ADMINISTRATION

3.1 Rights, Powers, Privileges and Duties. The Unsecured Claims Representative shall have the rights, powers, privileges, and duties expressly provided in this Agreement and the Plan and any rights, powers, privileges, and duties reasonably incidental thereto, as well as those which the Unsecured Claims Representative determines, with the consent of the Reorganized

Debtors (such consent not to be unreasonably withheld), to be necessary or appropriate to fulfill the purpose of this Agreement and/or to implement the terms of this Agreement and/or the Plan, including, but not limited to:

A. Exercising all powers provided to the Unsecured Claims Representative under this Agreement, the Plan, and the Confirmation Order;

B. Executing any documents and taking any other actions related to, or in connection with, the exercise of the Unsecured Claims Representative's powers granted in this Agreement, the Plan, and the Confirmation Order;

C. Holding legal title to any and administering all rights of the Beneficiaries in, to, or arising from the Unsecured Creditor Recovery Pool;

D. Protecting and enforcing the rights in and to and value of the Unsecured Creditor Recovery Pool vested in the Unsecured Claims Representative by this Agreement by any method consistent with the Plan and Confirmation Order reasonably determined to be appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

E. Liquidating the Unsecured Creditor Recovery Pool, including without limitation, receiving, holding and managing all aspects of the Unsecured Creditor New Warrants, including without limitation, the authority and power to monetize or seek to monetize any and all Unsecured Creditor New Warrants in the Unsecured Claims Representative's discretion.

F. Making distributions of the Unsecured Creditor Recovery Pool (including, but not limited to, distributing proceeds realized from the monetization of the Unsecured Creditor New Warrants) to or on behalf of the Beneficiaries in accordance with this Agreement, the Plan, and the Confirmation Order;

G. Consulting with and advising the Reorganized Debtors concerning reconciliation and administration of General Unsecured Claims pursuant to and consistent with Article VI.F.1 of the Plan;

H. Objecting to, settling or otherwise resolving objections to General Unsecured Claims in which the Unsecured Claims Representative has standing pursuant to Article VI.F.1 of the Plan;

I. Retaining, as an expense, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Unsecured Claims Representative under this Agreement and/or the Plan;

J. Determining and satisfying any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses incurred with respect thereto, provided that the Reorganized Debtors shall not be responsible for paying any such amounts and such amounts shall be paid from the Unsecured Creditor Recovery Pool on a first priority basis (with no other recourse to the Debtors, the Reorganized Debtors, or any property transferred pursuant to the Plan);

K. Receiving reasonable compensation for performing services under this Agreement, provided that Reorganized Debtors shall not be responsible for paying any compensation to the Unsecured Claims Representative and that such compensation shall be paid solely from the Unsecured Creditor Recovery Pool on a first priority basis (with no other recourse to the Debtors, the Reorganized Debtors, or any property transferred pursuant to the Plan);

L. Filing any and all tax returns and paying taxes properly payable, if any, as well as preparing, filing and issuing any and all necessary information returns, and taking any and all action necessary to obtain payment of any tax refund(s);

M. Complying with all applicable taxing laws and regulations and making distributions as and when may be required to ensure that the entity created hereunder shall be treated as "grantor trust" for tax purposes, with the Beneficiaries to be treated as the grantors and owners of the Unsecured Creditor Recovery Pool, and the Unsecured Claims Representative having the discretion to determine how to make distributions in the most efficient and cost-effective manner possible; provided, however, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or this Agreement.

N. Making all necessary filings in accordance with any applicable law, statute, or regulation;

O. Investing the Unsecured Creditor Recovery Pool and any other assets or properties received by the entity created hereunder or the Unsecured Claims Representative or otherwise held by the entity created hereunder or the Unsecured Claims Representative in accordance with this Agreement;

P. In the event that the Unsecured Claims Representative determines that the Beneficiaries or the entity created hereunder may, will or have become subject to different tax consequences than those described in this Agreement, taking such actions that will, or are intended to, address such different tax consequences;

Q. Creating sub-entities or title vehicles of which the entity created hereunder or the Beneficiaries hold the beneficial or ownership interests, as applicable;

R. Opening and maintaining bank accounts on behalf of or in the name of the entity created hereunder;

S. Maintaining on the Unsecured Claims Representative's books and records a register evidencing the beneficial interest in the entity created hereunder held by each Beneficiary;

T. Being considered an estate representative under section 1123 of the Bankruptcy Code with respect to the Unsecured Creditor Recovery Pool;

U. Providing periodic reports and updates to the Reorganized Debtors upon reasonable request regarding all actions taken in furtherance of this Agreement, including, among other things, the status of the administration of the Unsecured Creditor Recovery Pool, liabilities incurred and distributions made pursuant to this Agreement and the Plan;

V. Having the right, but not the obligation, to provide periodic reports and updates to the Beneficiaries regarding, among other things, the status of the administration of the Unsecured Creditor Recovery Pool, liabilities incurred and distributions made pursuant to this Agreement and the Plan;

W. Performing such functions and taking such actions as are provided for or permitted in this Agreement, the Plan, the Confirmation Order, or any other agreement executed pursuant to this Agreement, the Plan, or the Confirmation Order; and

X. Terminating the entity created hereunder.

3.2 Claims Administration. Pursuant to the Plan, the Unsecured Claims Representative's rights and duties with respect to claims administration are as follows:

A. The Unsecured Claims Representative shall have consultation rights over all Claims reconciliation, objection, settlement and distribution decisions related to General Unsecured Claims;

B. The Unsecured Claims Representative shall have standing and the right to object to all General Unsecured Claims that exceed the amount set forth in the Debtors' books and records by the greater of 10% or $20,000; provided, however, that if the difference between the amount of any holder's asserted General Unsecured Claims and the amount set forth in the Debtors' books and records for such General Unsecured Claims exceeds $250,000 in the aggregate, then the Unsecured Claims Representative may object to any of such holder's General Unsecured Claims that have not otherwise been already resolved;

C. The Unsecured Claims Representative shall have standing and the right to litigate the Nabors Claim (consistent with clause (E) below), and any other Claims objections filed by the Committee (with the consent of the Debtors and the Required Supporting Creditors (such consent not to be unreasonably withheld)) prior to the Effective Date that remain pending as of the Effective Date;

D. The settlement of any General Unsecured Claim that results in the allowance of a General Unsecured Claim in excess of $500,000 shall be subject to the consent of the Unsecured Claims Representative;

E. The Unsecured Claims Representative shall have standing and the right to object to or seek to subordinate the Nabors Claim on any basis, provided, however, that the Unsecured Claims Representative shall not seek any affirmative recovery from Nabors; and

F. To the extent that the Unsecured Claims Representative has standing and asserts and litigates any claim objections pursuant to and consistent with Article VI.F. of the

Plan, the Unsecured Claims Representative may use Avoidance Actions solely for purposes of setoff and recoupment against such objectionable General Unsecured Claim but may not otherwise seek any affirmative recoveries from claimant on account of such Avoidance Actions.

3.3 Agents and Professionals. The Unsecured Claims Representative may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants or other professionals and employees as the Unsecured Claims Representative deems appropriate in the reasonable exercise of his, her or its discretion, and who the Unsecured Claims Representative reasonably determines to have qualifications necessary to assist the Unsecured Claims Representative in the proper administration of the entity created hereunder. The Unsecured Claims Representative shall pay the reasonable fees, costs and expenses of such persons out of the Unsecured Creditor Recovery Pool, on a first priority basis, in the ordinary course of business (with no other recourse to the Debtors, the Reorganized Debtors, or any property transferred pursuant to the Plan). The Reorganized Debtors shall not be responsible for paying any fees or expenses incurred by the Unsecured Claims Representative.

3.4 Safekeeping of Unsecured Creditor Recovery Pool. The Unsecured Creditor Recovery Pool shall, until distributed or paid over as herein provided or as provided in the Plan, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Agreement. The Unsecured Claims Representative shall be under no liability for interest or producing income on any moneys received by him, her or it and held for distribution or payment to the Beneficiaries, except as such interest or income shall actually be received by the Unsecured Claims Representative.

3.5 Limitations on Unsecured Claims Representative. The Unsecured Claims Representative shall not at any time enter into or engage in any trade or business, and no part of

the Unsecured Creditor Recovery Pool or the proceeds, revenue, or income therefrom shall be used or disposed of by the entity created hereunder in furtherance of any trade or business. Notwithstanding the foregoing, the Unsecured Claims Representative is authorized and directed to perform obligations set forth herein and in the Plan.

3.6 Investment. The Unsecured Claims Representative may only invest the Unsecured Creditor Recovery Pool or any proceeds, revenue, or income therefrom in Permitted Investments, in a manner consistent with the requirements of the Bankruptcy Code or any order of the Bankruptcy Court modifying such requirements and, provided that the Unsecured Claims Representative does so, he or she shall have no liability in the event of insolvency of any institution in which he or she has invested any of the Unsecured Creditor Recovery Pool or any proceeds, revenue, or income therefrom.

3.7 Unsecured Claims Representative Action. The Unsecured Claims Representative shall hold, collect, conserve, protect, and administer the Unsecured Creditor Recovery Pool in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth therein for the purposes set forth in the Plan and this Agreement. Any good faith determination by the Unsecured Claims Representative as to what actions are in the best interests of the entity created hereunder and the Beneficiaries shall be determinative.

3.8 Bankruptcy Court Approval of Unsecured Claims Representative's Actions. Except as provided in the Plan or as otherwise specified in this Agreement, the Unsecured Claims Representative need not obtain an order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court. Except as provided in the Plan or otherwise specified in this Agreement, the Unsecured Claims Representative shall exercise his, her or its business judgment, in consultation with the

Reorganized Debtors, for the benefit of the Beneficiaries in order to maximize the value of the Unsecured Creditor Recovery Pool and distributions, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing, the Unsecured Claims Representative may submit to the Bankruptcy Court any question(s) for which the Unsecured Claims Representative, with advance notice to, and consultation with, the Reorganized Debtors, may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Unsecured Claims Representative with respect to the Unsecured Creditor Recovery Pool, the entity created hereunder, or the Beneficiaries, and as provided in the Plan and this Agreement, including the administration and distribution of the Unsecured Creditor Recovery Pool. The Bankruptcy Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon motion.

ARTICLE IV

DISTRIBUTIONS TO BENEFICIARIES

4.1 Distributions. The Unsecured Claims Representative shall make its first *pro rata* distributions of Available Cash, less the Class 6 Disputed Claims Reserve, to the Beneficiaries on or before the date that is 180 days after the Effective Date (the "Initial Distribution Date"), and shall have the discretion to identify additional periodic distribution dates ("Periodic Distribution Dates") for purposes of making distributing pursuant to the Plan, as necessary.

Upon the completion of the claims reconciliation process in accordance with the procedures set forth in Article VI.F.1 and Article VII of the Plan, the Unsecured Claims Representative shall distribute the Class 6 Disputed Claims Reserve to the holders of Allowed Class 6 General Unsecured Claims such that, after giving effect to such distribution, but subject

to Article VI.F.2(c) of the Plan, each holder of an Allowed General Unsecured Claim shall have received its Pro Rata share of the Unsecured Creditor Recovery Pool.

In order to receive a distribution, the Unsecured Claims Representative shall require any Beneficiary to furnish to the Unsecured Claims Representative an executed IRS Form W-9 or applicable IRS Form W-8, and the Unsecured Claims Representative may condition any Distribution upon receipt of such document. Failure to supply such Form W-9 or applicable IRS Form W-8 shall relieve the Unsecured Claims Representative from making any distribution to such non-complying Beneficiary. Any Beneficiary that does not provide his, her or its current executed Form W-9, Form W-8, or similar tax form within thirty (30) days of the Unsecured Claims Representative's written request for such form shall have his, her or its claim treated as an unclaimed property under Article VI.D.4 of the Plan without further order of the Bankruptcy Court or action by the Unsecured Claims Representative.

4.2 Class 6 Disputed Claims Reserve. The Unsecured Claims Representative shall reserve a portion of the Unsecured Creditor Recovery Pool for the benefit of the holders of Disputed Claims, in an amount equal to the Plan Distributions such holders of Disputed Claims would be entitled to receive on the Initial Distribution Date if such Disputed Claims were Allowed in their full amounts on such date (or, if applicable, the amounts of the Disputed Claims as estimated by the Bankruptcy Court pursuant to Article VII.C of the Plan).

4.3 Distributions on Disputed Claims. Unless the Unsecured Claims Representative otherwise agrees or determines, no partial distributions shall be made with respect to a Disputed Claim until all disputes in connection with such Disputed Claim have been resolved by Final Order of the Bankruptcy Court. Any holder of a Disputed Claim that ultimately becomes an Allowed General Unsecured Claim shall (i) receive no more from the Class 6 Disputed Claims

Reserve than the amount reserved with respect to such Disputed Claim under Article VI.F.2(a) of the Plan and this Agreement, and (ii) not have recourse to the Debtors, the Reorganized Debtors, or any property transferred pursuant to the Plan (other than the Unsecured Creditor Recovery Pool and the Class 6 Disputed Claims Reserve).

4.4 Undeliverable Distributions. If a distribution is returned as undeliverable, or no address for such holder is found in the Debtors' records, such undeliverable distributions shall be governed by Article VI.D.4 of the Plan.

4.5 Withholding from Distributions. The Unsecured Claims Representative may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the sole and reasonable discretion of the Unsecured Claims Representative, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

4.6 De Minimis Distributions. The Unsecured Claims Representative shall not be required to make distributions to any Beneficiary if the dollar amount of the distribution is less than $50.00.

4.7 Payments Limited to Unsecured Creditor Recovery Pool. All payments to be made by the Unsecured Claims Representative to or for the benefit of any Beneficiary shall be made only from the Unsecured Creditor Recovery Pool or proceeds thereof.

4.8 Change of Address. A Beneficiary may, after the Effective Date, select an alternative distribution address by filing a notice with the Bankruptcy Court or by submitting written notice under penalty of perjury to the Unsecured Claims Representative identifying such alternative distribution address. Absent such notice or unless otherwise agreed to by the Unsecured Claims Representative, the Unsecured Claims Representative shall not recognize any such change of distribution address. Such notification shall be effective only upon written

receipt by the Unsecured Claims Representative satisfactory to the Unsecured Claims Representative accompanied by sufficient evidence of a change of address.

ARTICLE V

BENEFICIARIES

5.1 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the entity created hereunder and the Unsecured Creditor Recovery Pool (subject to the Reorganized Debtors' reversionary interest set forth in Section 10.4 below), and the Unsecured Claims Representative shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in this Agreement, the Plan and the Confirmation Order.

5.2 Interest Beneficial Only. The ownership of a beneficial interest in the entity created hereunder shall not entitle any Beneficiary to any title in or to the Unsecured Creditor Recovery Pool or to any right to call for a partition or division of such assets or to require an accounting.

5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Unsecured Creditor Recovery Pool shall not be evidenced by any certificate, security, or receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the entity created hereunder by the Unsecured Claims Representative.

5.4 Notice of Transfer of Beneficial Interest. Any notice of a change of beneficial interest ownership shall be provided in accordance with this Agreement. The notice shall be executed by both the transferee and the transferor with the transferee supplying an IRS Form W-9 or applicable IRS Form W-8 within ten (10) days of the aforementioned notice, and the signatures of the parties shall be acknowledged before a notary public under penalty of perjury and as required by Bankruptcy Rule 3001(e). The notice must clearly describe the interest to be

transferred. The Unsecured Claims Representative may rely upon such signatures and acknowledgments as evidence of such transfer without the requirement of any further investigation.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Unsecured Claims Representative may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed to be genuine and to have been signed or presented to the Unsecured Claims Representative.

6.2 Parties Dealing With the Unsecured Claims Representative. In the absence of actual knowledge to the contrary, any person dealing with the entity created hereunder or the Unsecured Claims Representative shall be entitled to rely on the authority of the Unsecured Claims Representative or any of the Unsecured Claims Representative's agents to act in connection with the Unsecured Creditor Recovery Pool. There is no obligation on any Person dealing with the Unsecured Claims Representative to inquire into the validity, expediency, or propriety of any transaction by the Unsecured Claims Representative or any agent of the Unsecured Claims Representative.

6.3 Limited Recourse. Persons (including any professionals retained by the Unsecured Claims Representative in accordance with this Agreement) engaged in transactions with the entity created hereunder or the Unsecured Claims Representative shall look only to the Unsecured Creditor Recovery Pool to satisfy any liability incurred in connection with the carrying out the terms of this Agreement, the Plan, or the Confirmation Order.

6.4 Indemnification and Exculpation. The Unsecured Claims Representative or the individuals comprising the Unsecured Claims Representative, as the case may be, and the Unsecured Claims Representative's agents and professionals, shall not be liable for actions taken or omitted in its capacity as, or on behalf of, the Unsecured Claims Representative, except those acts arising out of its or their own willful misconduct or gross negligence, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Unsecured Claims Representative, except for any actions or inactions involving willful misconduct or gross negligence. Any indemnification claim of the Unsecured Claims Representative (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the Unsecured Creditor Recovery Pool. The Unsecured Claims Representative shall be entitled to rely, in good faith, on the advice of its retained professionals.

6.5 Non-Liability for Acts of Others. Nothing contained in this Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the Unsecured Claims Representative of any of the liabilities, obligations, or duties of the Debtors or Beneficiaries and shall not be deemed to be or contain a covenant or agreement by the Unsecured Claims Representative to assume or accept any such liability, obligation, or duty. Any successor Unsecured Claims Representative may accept and rely upon any accounting made by or on behalf of any predecessor Unsecured Claims Representative hereunder, and any statement or representation made by a predecessor Unsecured Claims Representative or his or her agents as to the Unsecured Creditor Recovery Pool or as to any other fact bearing upon the prior administration of the entity created hereunder, so long as he or she has a good faith basis to do so. The Unsecured Claims Representative or successor Unsecured Claims Representative shall

not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. The Unsecured Claims Representative or successor Unsecured Claims Representative shall not be liable for any act or omission of any predecessor Unsecured Claims Representative, nor have a duty to enforce any claims against any predecessor Unsecured Claims Representative on account of any such act or omission.

ARTICLE VII

REMOVAL AND COMPENSATION OF UNSECURED CLAIMS REPRESENTATIVE

7.1 Term of Service. The Unsecured Claims Representative shall serve until (a) the completion of all the Unsecured Claims Representative duties, responsibilities and obligations under this Agreement and the Plan; (b) termination of the entity created hereunder in accordance with this Agreement; or (c) the Unsecured Claims Representative's death or dissolution, incapacitation, resignation, or removal, as set forth below or as provided for in the Plan.

7.2 Removal of Unsecured Claims Representative. If removal of the Unsecured Claims Representative is sought from the Bankruptcy Court under such a motion for cause (or similar motion), then the Unsecured Claims Representative is entitled to oppose such motion and to pay his, her or its reasonable attorneys' fees and expenses in connection with such objection from the Unsecured Creditor Recovery Pool.

7.3 Resignation of Unsecured Claims Representative. The Unsecured Claims Representative may resign at any time by giving the Reorganized Debtors at least thirty (30) days' written notice of the Unsecured Claims Representative intention to do so. In the event of a resignation, the resigning Unsecured Claims Representative shall render a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that

Unsecured Claims Representative. The resignation shall be effective on the later of (a) the date specified in the notice; (b) the date that is thirty days (30) after the date the notice is delivered; or (c) the date the accounting described in the preceding sentence is delivered.

7.4 Appointment of Successor Unsecured Claims Representative. Subject to the Plan, upon the resignation, death, incapacity, or removal of an Unsecured Claims Representative, counsel for the entity created hereunder and counsel for the Reorganized Debtors shall confer, attempt to reach agreement concerning selection of a successor Unsecured Claims Representative, and appoint a mutually acceptable successor Unsecured Claims Representative. If agreement cannot be reached concerning appointment of a successor Unsecured Claims Representative, counsel for the entity created hereunder and/or counsel for the Reorganized Debtors will submit to the Court one or more recommendations concerning selection of a successor Unsecured Claims Representative, and the Court will select and appoint a successor Unsecured Claims Representative. Any successor Unsecured Claims Representative so appointed shall consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Unsecured Claims Representative and all of the successor Unsecured Claims Representative's heirs and legal and personal representatives, successors or assigns. Notwithstanding anything in this Agreement, in the event that a successor Unsecured Claims Representative is not appointed within sixty (60) days of the occurrence or effectiveness, as applicable, of the prior Unsecured Claims Representative's resignation, death, incapacity, or removal, the Bankruptcy Court shall appoint a successor Unsecured Claims Representative upon motion of a party in interest or otherwise.

7.5 Powers and Duties of Successor Unsecured Claims Representative. A successor Unsecured Claims Representative shall have all the rights, privileges, powers, and duties of the predecessor Unsecured Claims Representative under this Agreement and the Plan.

7.6 Continuance. The death, incapacity, resignation or removal of the Unsecured Claims Representative shall not terminate the entity created hereunder or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Unsecured Claims Representative.

ARTICLE VIII

TAX TREATMENT

8.1 Tax Treatment. It is intended that the entity created hereunder be classified for federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and as a "grantor trust" within the meaning of Sections 671 through 677 of the Internal Revenue Code. In furtherance of this objective, the Unsecured Claims Representative shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the entity created hereunder. All assets held by the entity created hereunder on the Effective Date shall be deemed for federal income tax purposes to have been distributed by the Debtors or Reorganized Debtors on a Pro Rata share basis to holders of Allowed General Unsecured Claims in Class 6 of the Plan and then contributed by such holders to the entity created hereunder in exchange for their interest in the entity created hereunder. All holders shall use the valuation of the assets transferred to the entity created hereunder as established by the Unsecured Claims Representative for all federal income tax purposes. The Beneficiaries will be treated as the deemed owners of the entity created hereunder. The entity created hereunder will be responsible for filing information on behalf of the entity created

hereunder as grantor trust pursuant to Treasury Regulation Section 1.671-4(a). Following the funding of the entity created hereunder with the Unsecured Creditor Recovery Pool, the Debtors and the Reorganized Debtors shall have no further liability or obligations to the entity created hereunder. To the extent any taxes are imposed on the entity hereunder, the Unsecured Claims Representative shall pay such taxes out of the assets of the entity created hereunder. If, notwithstanding the intended tax treatment described herein, the entity created hereunder is treated for tax purposes as a trust for which any Debtor or Reorganized Debtor is treated as a grantor for tax purposes, the Unsecured Claims Representative shall reimburse the Debtors or Reorganized Debtors from the assets of the entity created hereunder for any taxes imposed on (or the value of any net operating losses utilized by) any Debtor or Reorganized Debtor as a result of such treatment.

8.2 Tax Returns. In accordance with the Plan, the Unsecured Claims Representative shall cause the filing of tax returns for the entity created hereunder, as a grantor trust pursuant to Section 671 of the Internal Revenue Code of 1986.

8.3 Determination of Taxes. The Unsecured Claims Representative may request an expedited determination of taxes of the entity created hereunder, under Bankruptcy Code Section 505(b) for all returns filed for, or on behalf of, the entity created hereunder for all taxable periods through the dissolution of the entity created hereunder, and to take any and all action necessary to obtain payment of any tax refund(s) due to the entity created hereunder.

8.4 Filing, Reporting, Withholding. The Unsecured Claims Representative shall be responsible for filing all federal, state, local and foreign tax returns for the entity created hereunder. The entity created hereunder shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all

Distributions made by the entity created hereunder shall be subject to any such withholding and reporting requirements. Any amounts withheld pursuant to this Section 8.4 shall be treated as distributed to the Person or entity in respect of whom such withholding was made.

ARTICLE IX

MAINTENANCE OF BOOKS AND RECORDS

9.1 The Unsecured Claims Representative shall maintain books and records containing a description of all property from time to time constituting the Unsecured Creditor Recovery Pool and an accounting of all receipts and disbursements. Said books and records shall be open to inspection by any Beneficiary or the Reorganized Debtors at any reasonable time during normal business hours. The Unsecured Claims Representative shall furnish to any Beneficiary upon written request an annual statement of receipts and disbursements, including a summary of all income and expenses of the entity created hereunder.

ARTICLE X

DURATION, BUDGET, AND COST RESERVE

10.1 Duration. The entity created hereunder shall become effective upon the Effective Date of the Plan and shall remain and continue in full force and effect until the entity created hereunder is terminated.

10.2 Termination. Subject to the Plan, the Unsecured Claims Representative shall be discharged and the entity created hereunder shall be terminated, at such time as (1) all Disputed General Unsecured Claims have been resolved, (2) all of the Unsecured Creditor Recovery Pool has been liquidated, (3) all duties and obligations of the Unsecured Claims Representative hereunder and in the Plan have been fulfilled, and (4) all distributions required to be made to the Beneficiaries under the Plan and the Agreement have been made (including the reversion and

distribution of amounts to the Reorganized Debtors in accordance with Section 10.4 below), but in no event shall the entity created hereunder be dissolved later than seven (7) years from the Effective Date unless the Bankruptcy Court, upon motion by the Unsecured Claims Representative, determines that a fixed period extension (not to exceed one (1) year, together with any prior extensions, and solely to the extent that any such further extension would not adversely affect the status of the entity created hereunder as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the liquidation, recovery and distribution of the Unsecured Creditor Recovery Pool.

10.3 Continuance for Winding Up. After the termination of the entity created hereunder and for the purpose of liquidating and winding up the affairs of the entity created hereunder, the Unsecured Claims Representative shall continue to act as such until the Unsecured Claims Representative's duties have been fully performed, including, without limitation, such post-distribution tasks as necessary to windup the affairs of the entity created hereunder. After the termination of the entity created hereunder, the Unsecured Claims Representative shall retain for a period of six (6) months the books, records, Beneficiary lists, and certificates and other documents and files which shall have been delivered to or created by the Unsecured Claims Representative. At the Unsecured Claims Representative's discretion, all of such records and documents may, but need not, be destroyed at any time after six (6) months from the completion and winding up of the affairs of the entity created hereunder. Except as otherwise specifically provided for herein, upon the final distribution and discharge of all liabilities of the entity created hereunder, the Unsecured Claims Representative shall have no further duties or obligations hereunder.

10.4 Reversion to Debtors; Distribution of Remaining Assets. Notwithstanding anything to the contrary herein (a) under no circumstances shall any Beneficiary recover from the Unsecured Creditor Recovery Pool an amount greater than the Allowed amount of its General Unsecured Claim and (b) in the event that all Allowed General Unsecured Claims have been fully satisfied and all Disputed General Unsecured Claims have been resolved, any remaining amounts (other than such amounts that may reasonably be required to satisfy unpaid costs or expenses of the Unsecured Claims Representative entitled to be paid pursuant to this Agreement, including without limitation, any and all taxes and professional fees and costs) shall revert and be distributed to the Reorganized Debtors.

ARTICLE XI

MISCELLANEOUS

11.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over (a) the entity created hereunder and the Unsecured Claims Representative with respect to the administration of and activities relating to the entity created hereunder, as well as (b) any issues or disputes arising out of this Agreement.

11.2 Limitation on Transferability. An assignment or transfer of a Beneficiary's interest shall not be effective until appropriate notification and proof thereof is submitted to the Unsecured Claims Representative and a new IRS Form W-9 or applicable IRS Form W-8 is received by the Unsecured Claims Representative, and the Unsecured Claims Representative may continue to pay all amounts to or for the benefit of the assigning or transferring Beneficiary until receipt of proper notification and proof of assignment or transfer. The Unsecured Claims Representative may rely upon such proof without the requirement of any further investigation.

11.3 Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, to the holders at the addresses appearing on the books kept by Unsecured Claims Representative. Any notice or other communication which may be or is required to be given, served, or sent to the Unsecured Claims Representative shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Unsecured Claims Representative:

[TBD]

With a copy to:

[TBD]

or to such other address as may from time to time be provided in written notice by the Unsecured Claims Representative.

11.4 No Bond. Notwithstanding any state law to the contrary, the Unsecured Claims Representative (including any successor) shall be exempt from giving any bond or other security in any jurisdiction.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflicts of law principles.

11.6 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

11.7 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

11.8 No Execution. All funds in the entity created hereunder shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other person can bind, pledge, encumber, execute upon, garnish, or attach the Unsecured Creditor Recovery Pool or the Unsecured Claims Representative in any manner or compel payment from the entity created hereunder except by Final Order of the Bankruptcy Court. Payment shall be governed solely by the Plan and this Agreement.

11.9 Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of the Plan shall govern and control. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control.

11.10 Amendment. This Agreement may only be amended by order of the Bankruptcy Court.

11.11 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11.12 Counterparts. This Agreement may be executed simultaneously in counterparts and each such counterpart shall be deemed an original, all of which counterparts together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

Unsecured Claims Representative

By: _____
Name: _____
Title: Unsecured Claims Representative

CJ Holding Co. and its affiliated debtors and debtors in possession

By: _____
Name: _____
Title: _____

EXHIBIT J

1129(a)(5) Disclosures

Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement (including, for the avoidance of doubt, this Exhibit J), and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

Disclosures Pursuant to Section 1129(a)(5) of the Bankruptcy Code

In accordance with Article IV.J. of the Plan and section 1129(a)(5) of the Bankruptcy Code, this **Exhibit J** lists the identities and affiliations of the members of the New Board of the Reorganized Debtors and the senior executive officers of the Reorganized Debtors who will serve on the Effective Date and who have been identified as of the date hereof, together with the nature of the compensation to be paid to such individuals. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents.

I. List of Members and Nature of Compensation of the New Board

On the Effective Date, the New Board will be comprised of seven members. The members of the New Board are set forth below.

Name	Affiliations
Donald Gawick	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.
Michael Zawadzki	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.
Patrick Murray	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.
John Kennedy	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.
Steven Mueller	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.
Stuart Brightman	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.
Michael Roemer	Appointed pursuant to Article IV.J. of the Plan by the Supporting Creditors.

Director compensation will be determined by the Supporting Creditors or the New Board, as applicable, but is expected to be similar to the Debtors' historical director compensation.

Directors of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors, and the Reorganized Debtors shall reserve the right to select different or additional directors and set director compensation in accordance with the terms of such New Organizational Documents, other constituent documents and applicable law.

II. List and Nature of Compensation of the Reorganized Debtors' Officers

The senior executive officers of the Reorganized Debtors are set forth below.

Name	Biography / Qualifications / Affiliations
Donald Gawick, President and Chief Executive Officer	Donald ("Don") Gawick was appointed President and Chief Executive Officer in June 2016. Mr. Gawick previously served as the Company's Chief Operating Officer since 2012. Prior to joining the Company, Mr. Gawick served as President and Chief Executive Officer of Casedhole Solutions from 2010 until the Company's acquisition of that business in 2012. Mr. Gawick is a 37-year veteran of the oilfield services industry and has held numerous senior management positions, including oversight of all of Schlumberger's oilfield services business segments. Mr. Gawick has also held senior leadership positions in operations, sales and marketing, business and new technology development, service delivery, and Health-Safety-Environmental management.
Everett Hobbs, Chief Operating Officer	Everett ("Mike") Hobbs was appointed Chief Operating Officer in August 2016. Mr. Hobbs previously served as President of the Company's Well Services division. Mr. Hobbs was the Chief Operating Officer of Casedhole Solutions at the time the Company acquired it to form its wireline division in June 2012. Following the acquisition, Mr. Hobbs served as the Vice President of Operations for Casedhole Solutions. Mr. Hobbs first joined Casedhole Solutions in April 2010 as Vice President and General Manager. Mr. Hobbs is a 36-year veteran of the oilfield services industry, beginning his career with Schlumberger where he held numerous operational and management positions. After leaving Schlumberger, Mr. Hobbs founded E.M. Hobbs, Inc., where he was influential in the development and implementation of many of the multi-stage completion procedures and techniques that are currently used today within the wireline service industry.
Mark Cashiola, Chief Financial Officer and Chief Accounting Officer	Mark Cashiola was appointed Chief Financial Officer and Chief Accounting Officer in June 2016. Mr. Cashiola previously served as the Company's Vice President—Controller and Chief Accounting Officer. Prior to joining the Company in 2011, Mr. Cashiola was the Senior Controller for Precision Drilling Trust from 2008 through 2010, and Assistant Controller for Grey Wolf, Inc. Mr. Cashiola began his career in public practice working for Arthur Anderson, LLP and KPMG, LLP, for a combined six years, most recently as an Audit Manager. Mr. Cashiola has over 18 years of financing and accounting experience, the majority of which was spent in the energy industry.

Name	Biography / Qualifications / Affiliations
Danielle Hunter, Executive Vice President, General Counsel, and Chief Risk and Compliance Officer	Danielle Hunter was appointed Executive Vice President, General Counsel, and Chief Risk and Compliance Officer in June 2016. Ms. Hunter previously served as the Company's Vice President—Corporate and Compliance and Associate General Counsel. Prior to joining the Company in 2011, Ms. Hunter practiced corporate and transactional law at Vinson & Elkins LLP from 2007 through 2011, representing public and private companies and investment banking firms in numerous capital market offerings, and mergers and acquisitions, primarily in the oil and gas industry.
Patrick Bixenman, Chief Administrative Officer and President of Research and Technology	Patrick ("Pat") Bixenman was appointed Chief Administrative Officer in August 2016, and has served as President of Research and Technology since 2012. Prior to joining the Company in 2012, Mr. Bixenman worked for Schlumberger from 1985 through 2012, where he gained significant technology development and manufacturing experience in wireline logging, coiled tubing, completions tools, artificial lift, and drill stem testing, among others. While at Schlumberger, Mr. Bixenman held several key management positions, including Engineering Manager, Manufacturing Center Manager, and Technology Center Manager.
Nicholas Petronio, President of Well Services	Nicholas ("Nick") Petronio was appointed President of the Company's Well Services division in August 2016. Mr. Petronio previously served as Senior Vice President for Operational Development in the Well Services division, having joined the Company in March 2015 when the Company combined with the completion and production services business of Nabors Industries, Ltd. ("Nabors"). Prior to that, Mr. Petronio served as Assistant to the Chairman of Nabors from 2010 to 2015. Mr. Petronio was employed by Pool Well Services in Houston, Texas, where he held numerous management positions, including Vice President of Equipment and Environmental Affairs, Senior Vice President of Eastern U.S. Operations, and President. Mr. Petronio began his career in 1968 with General Dynamics' Electric Boat division before joining Marathon-LeTourneau as a technical manager.

Name	Biography / Qualifications / Affiliations
Timothy Wallace, President of Completion Services	Timothy ("Tim") Wallace was appointed President of Completion Services in October 2016. Mr. Wallace previously served as the Company's Senior Vice President of Sales & Marketing for the Completion Services division. Prior to that, Mr. Wallace was Senior Vice President of Casedhole Solutions, the Company's wireline division, from July 2013 through January 2016. Mr. Wallace first joined the Company with the acquisition of Casedhole Solutions in June 2012, and from that time through July 2013 served as the Company's Vice President of Wireline Operations. Mr. Wallace joined Casedhole Solutions in October 2011 as the Southwest Regional Wireline Operations Manager. Before joining Casedhole Solutions, Mr. Wallace worked for Schlumberger for 28 years, where he held positions in operations management, sales management, software project management, corporate sales, field sales, and field operations.
Edward Keppler, President of Corporate Operational Development	Edward ("Ed") Keppler was appointed President of Corporate Operational Development in October 2016. Mr. Keppler previously served as President of the Company's Completion Services division, and prior to that as the Company's Senior Vice President of Corporate Oilfield Operations. Mr. Keppler served as the President of Casedhole Solutions from October 2012 through July 2013, having previously served as the Vice President and General Manager of Casedhole Solutions. Before joining Casedhole Solutions, Mr. Keppler was the Global Wireline Technical Support Manager for Weatherford. Mr. Keppler worked for Schlumberger from 1991 through 2010, where he held many key management positions, including wireline district manager, regional operations manager, engineering and sustaining manager, and casedhole service delivery manager.

Employment agreements for each of the above named senior executive officers were amended on November 30, 2016 (pursuant to the terms thereof) and will be assumed on the Effective Date, as modified by such amendments.

Officers of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors, and the Reorganized Debtors shall reserve the right to select different or additional senior executive officers and set executive compensation in accordance with the terms of such New Organizational Documents, other constituent documents and applicable law.

EXHIBIT K

Form of Rights Agreement

The form of Rights Agreement included in this **Exhibit K** remains subject to review by the board of directors of C&J Energy Services Ltd. and is being filed as part of the Plan Supplement pending approval thereby. In addition, certain documents, or portions thereof, contained in this **Exhibit K** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

RIGHTS AGREEMENT

dated as of

[●]

between

[COMPANY]

and

[AGENT],

as Rights Agent

TABLE OF CONTENTS

PAGE

Section 1. *Definitions* 1
Section 2. *Other Definitional and Interpretative Provisions* 7
Section 3. *Issuance of Rights and Right Certificates* 8
Section 4. *Form of Right Certificates* 10
Section 5. *Registration; Transfer and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates* 10
Section 6. *Exercise of Rights* 11
Section 7. *Cancellation and Destruction of Right Certificates* 14
Section 8. *Reservation and Availability of Capital Stock* 14
Section 9. *Adjustment of Purchase Price, Number and Kind of Shares or Number of Rights* 15
Section 10. *Certificate of Adjusted Purchase Price or Number of Shares* 19
Section 11. *Consolidation, Merger or Sale or Transfer of Assets or Earning Power* 20
Section 12. *Fractional Rights and Fractional Shares* 23
Section 13. *Rights of Action* 25
Section 14. *Agreement of Right Holders* 25
Section 15. *Right Certificate Holder Not Deemed a Stockholder* 26
Section 16. *Appointment of Rights Agent* 26
Section 17. *Merger or Consolidation or Change of Name of Rights Agent* 26
Section 18. *Duties of the Rights Agent* 27
Section 19. *Change of Rights Agent* 29
Section 20. *Redemption* 30
Section 21. *Exchange* 30
Section 22. *Notice of Proposed Actions* 32
Section 23. *Notices* 33
Section 24. *Supplements and Amendments* 34
Section 25. *Successors* 34
Section 26. *Determinations and Actions by the Board, etc* 34
Section 27. *Benefits of This Rights Agreement* 34
Section 28. *Severability* 35
Section 29. *Governing Law* 35
Section 30. *Counterparts; Effectiveness* 35
Section 31. *Force Majeure* 35

Exhibit A Form of Certificate of Designation of Preferred Stock
Exhibit B Summary Description of the Rights Agreement
Exhibit C Form of Right Certificate

RIGHTS AGREEMENT

AGREEMENT dated as of [●] (the "**Rights Agreement**"), between [COMPANY], a Delaware corporation (the "**Company**"), and [AGENT], as Rights Agent (the "**Rights Agent**").

W I T N E S S E T H

WHEREAS, on [●], the Board of Directors of the Company has adopted resolutions that created a series of preferred stock designated as "Series A Participating Cumulative Preferred Stock" and authorized and declared a dividend of one preferred stock purchase right (a "**Right**") for each share of Common Stock (as defined below) outstanding at the close of business (as defined below) on [●] (the "**Record Date**") and further authorized the issuance, upon the terms and subject to the conditions herein, of one Right (subject to adjustment) in respect of each share of Common Stock issued after the Record Date but before the earlier of the Distribution Date and the Expiration Date, each Right representing the right to purchase, upon the terms and subject to the conditions herein, one one-hundredth (subject to adjustment) of a share of Preferred Stock (as defined below);

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Definitions.* (a) The following terms, as used herein, have the following meanings:

"**Acquiring Person**" means any Person who or which, together with all Affiliates and Associates of such Person, is the Beneficial Owner of the Specified Percentage of shares of outstanding Common Stock; *provided* that "Acquiring Person" shall not include:

(i) an Exempt Person;

(ii) any Person that the Board determines became the Beneficial Owner of the Specified Percentage of shares of outstanding Common Stock inadvertently (including, without limitation, because such Person was unaware that it Beneficially Owned the Specified Percentage of shares of outstanding Common Stock, or such Person was aware of the extent of its Beneficial Ownership of Common Stock but had no actual knowledge of the consequences of obtaining such Beneficial Ownership under this Rights Agreement) and without any plan or intention to change, influence or obtain control of the Company unless and until such Person shall have failed to divest itself, as soon as practicable (as determined by the Board of Directors of the Company), of Beneficial Ownership of a sufficient number of shares of Common Stock (or, in the case solely of Derivative Common Stock, such Person (x) terminates the subject derivative or derivatives or otherwise disposes of the subject derivative security or securities and (y) establishes to the satisfaction of the Board that such Derivative Common Stock is no longer beneficially owned with any intention of obtaining, changing or influencing the control of the Company) so that such Person would Beneficially Own less than the Specified Percentage of shares of outstanding Common Stock; *provided* that any such

determination or judgment by the Board shall be made in its sole discretion and shall be final and binding;

(iii) any Person that, as the result of an acquisition of shares of Common Stock by the Company that, by reducing the number of shares of Common Stock outstanding, increases the proportionate number of shares of Common Stock Beneficially Owned by such Person to the Specified Percentage of shares of Common Stock then outstanding; *provided*, *however*, that if such Person shall thereafter become the Beneficial Owner of any additional shares of Common Stock (other than pursuant to a dividend or distribution paid or made by the Company on the outstanding Common Stock or pursuant to a split or subdivision of outstanding Common Stock), then such Person shall be deemed to be an "Acquiring Person" unless upon becoming the Beneficial Owner of such additional shares of Common Stock such Person does not Beneficially Own the Specified Percentage of the shares of Common Stock then outstanding;

(iv) any Person that, as of the date hereof or prior to the first public announcement of the adoption of this Rights Agreement, is or becomes the Beneficial Owner of the Specified Percentage of shares of Common Stock outstanding, unless and until such time as such Person shall, after the first public announcement of the adoption of this Rights Agreement, become the Beneficial Owner of any additional shares of Common Stock (other than pursuant to a dividend or distribution paid or made by the Company on the outstanding Common Stock or pursuant to a split or subdivision of the outstanding Common Stock), unless, upon becoming the Beneficial Owner of such additional shares of Common Stock, such Person is not then the Beneficial Owner of the Specified Percentage of shares of Common Stock then outstanding; or

(v) any Person that shall become an "Acquiring Person" solely as a result of any unilateral grant of any security by the Company or through the exercise of any options, warrants, rights or similar interests (including restricted stock) granted by the Company to its directors, officers and employees, unless and until such time as such Person shall, after such unilateral grant or such exercise, become the Beneficial Owner of any additional shares of Common Stock.

Notwithstanding the foregoing, if a bona-fide securities dealer, swaps dealer or security-based swaps dealer who would otherwise be an "Acquiring Person" has become so solely as a result of its actions in the ordinary course of its business that the Board determines in its sole discretion were taken without the intent or effect of evading or assisting any other Person to evade the purposes and intent of this Rights Agreement, or otherwise seeking to obtain or change control or influence the management and policies of the Company, then, and unless and until the Board shall otherwise determine, such Person shall not be an "Acquiring Person".

"**Affiliate**" has the meaning ascribed to such term in Rule 12b-2 under the Exchange Act as in effect on the date hereof.

"**Associate**" has the meaning ascribed to such term in Rule 12b-2 of the Exchange Act as in effect on the date hereof.

A Person shall be deemed the "**Beneficial Owner**" of, and shall be deemed to have "**Beneficial Ownership**" of and to "**Beneficially Own**", any securities:

(i) that such Person or any of its Affiliates or Associates, directly or indirectly, beneficially owns (as determined pursuant to Rule 13d-3 under the Exchange Act as in effect on the date hereof);

(ii) that such Person or any of its Affiliates or Associates, directly or indirectly, has

(A) the right or obligation to acquire (whether such right is exercisable or such obligation is required to be performed immediately or only upon the occurrence of certain events or the passage of time or both) pursuant to any agreement, arrangement or understanding (whether or not in writing) or upon the exercise of conversion rights, exchange rights, other rights (other than the Rights), warrants or options, or otherwise, including any securities represented by "when issued" trading thereof; *provided* that a Person shall not be deemed the "Beneficial Owner" of or to "Beneficially Own", (1) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for purchase or exchange, (2) securities issuable upon the exercise of Rights at any time prior to a Section 9(a)(ii) Event, (3) securities issuable upon the exercise of Rights from and after a Section 9(a)(ii) Event if such Rights were acquired by such Person or any of such Person's Affiliates or Associates prior to the Distribution Date or pursuant to Sections 3(c), 4(c) or Section 9(a) hereof in connection with any adjustment made with respect to the Rights or (4) securities which such Person or any of such Person's Affiliates or Associates may acquire, does or do acquire or may be deemed to have the right to acquire, pursuant to any merger or other acquisition agreement between the Company and such Person (or one or more of such Person's Affiliates or Associates) if such agreement has been approved by the Board of Directors of the Company prior to a Section 9(a)(ii) Event; or

(B) the right to vote (whether such right is exercisable immediately or only upon the occurrence of certain events or the passage of time or both) pursuant to any agreement, arrangement or understanding (whether or not in writing); *provided* that a Person shall not be deemed the "Beneficial Owner" of or to "Beneficially Own" any security under this clause (B) as a result of an agreement, arrangement or other understanding that (1) arises solely from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Exchange Act and (2) is not also then reportable by such

Person on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iii) that are beneficially owned, directly or indirectly, by any other Person (or any Affiliate or Associate thereof) and with respect to which such Person or any of its Affiliates or Associates has any agreement, arrangement or other understanding (whether or not in writing) for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy or consent as described in clause (ii)(B) immediately above) or disposing of any such securities, or any agreement, arrangement or understanding (whether or not in writing) to cooperate in obtaining, changing or influencing control of the issuer of such securities; or

(iv) that are the subject of, the reference securities for or that otherwise underlie any contract or security (a "**derivative**") the value of or the amount of any payment or settlement under which (i) is determined in whole or in part by reference to the price or value of such securities and (ii) increases in value as the value of such securities increases, other than (A) any derivative to which the Company (or an Affiliate of the Company) is a party or that is entered into or acquired by a Person for the purpose of hedging a transaction between such Person (or an Affiliate of such Person) and the Company (or an Affiliate of the Company) or (B) any derivative that references such securities only as part of a broad-based index or basket of stocks. The number of securities deemed Beneficially Owned in the case of a derivative shall be the notional number of such securities specified in such derivative or, if no such number is so specified or is uncertain, as determined by the Board to be the number of securities to which such derivative relates. Any share of Common Stock deemed to be Beneficially Owned pursuant to the operation of this clause (iv) shall be referred to herein as "**Derivative Common Stock**".

provided, *however*, that no Person who is an officer, director or employee of an Exempt Person shall be deemed, solely by reason of actions taken by such Person in such capacity, to be the "Beneficial Owner" of, to have "Beneficial Ownership" of or to "Beneficially Own" any securities that are "Beneficially Owned" (including, without limitation, in a fiduciary capacity) by an Exempt Person or by any other such officer, director or employee of an Exempt Person.

Notwithstanding the forgoing, nothing contained in this definition shall cause a Person to be deemed the "Beneficial Owner" of, or to "beneficially own" or to have "Beneficial Ownership" of, any securities (A) if the Person is ordinarily engaged in business as an underwriter of securities and has acquired such securities in a bona fide firm commitment underwriting pursuant to an underwriting agreement with the Company or (B) if such Person is a "clearing agency" (as defined in Section 3(a)(23) of the Exchange Act) and has acquired such securities solely as result of such status.

Further, notwithstanding anything in this definition of Beneficial Ownership to the contrary, the phrase "then outstanding" when used with reference to a Person's Beneficial Ownership of securities of the Company, shall mean the number of such securities then issued

and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed to Beneficially Own hereunder.

Further, notwithstanding anything to the contrary in this Rights Agreement, the Stockholders Agreement shall be deemed to not affect the definitions of Acquiring Person or Beneficial Ownership, including, without limitation, that: (x) any "group" under Rule 13d-5 of the Exchange Act formed in connection with or in respect of the Stockholders Agreement shall be deemed to not be included with the Beneficial Ownership of any other Person; and (y) any such group shall be deemed to not be an Acquiring Person.

"**Board**" means the Board of Directors of the Company.

"**Book Entry**" shall mean an uncertificated book-entry in the account system of the transfer agent for the Company's stock.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

"**close of business**" on any given date means 5:00 p.m., New York City time, on such date; *provided* that if such date is not a Business Day "close of business" means 5:00 p.m., New York City time, on the next succeeding Business Day.

"**Common Stock**" means the common stock, par value $[0.01] per share, of the Company, except that, (i) when used with reference to any Person other than the Company which shall be organized in corporate form, "Common Stock" means the equity securities or other equity interest of such Person having the greatest aggregate voting power in the election of directors of all classes of capital stock or equity securities of such corporation or power to control or direct the management of such Person and (ii) when used with reference to any Person which shall not be organized in corporate form, shall mean units of beneficial interest in the profits or losses of such Person or other equity security of such Person having the greatest aggregate voting power in the election of the directors, trustees, managers or other Persons performing governance functions of all classes of equity securities of such Person.

"**Distribution Date**" means the earlier of (i) the close of business on the tenth Business Day after the Stock Acquisition Date and (ii) the close of business on the tenth Business Day (or such later day as may be designated prior to the occurrence of a Section 9(a)(ii) Event by the Board) after the date of the commencement of a tender or exchange offer by any Person if, upon consummation thereof, such Person would or could be an Acquiring Person; *provided* that if any tender or exchange offer referred to in clause (ii) is cancelled, terminated or otherwise withdrawn prior to the Distribution Date without the purchase or exchange of any Common Stock pursuant thereto, then such offer will be deemed, for purposes of this definition, never to have been made; and *provided further, however*, that if either of such dates referred to in clause (i) or clause (ii) occurs after the date of this Rights Agreement and on or prior to the Record Date, then the Distribution Date shall be the Record Date.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, unless otherwise expressly specified.

"**Exempt Person**" means the Company or any Subsidiary of the Company (in each case including, without limitation, in any fiduciary capacity), any employee benefit plan of the Company or of any Subsidiary of the Company or any entity or trustee holding Common Stock for or pursuant to the terms of any such plan or for the purpose of funding any such plan or other benefits for employees of the Company or of any Subsidiary of the Company.

"**Expiration Date**" means the earlier of (i) the Final Expiration Date, (ii) the time at which all Rights are redeemed as provided in Section 20 or exchanged as provided in Section 21 and (iii) the closing of any merger or other acquisition transaction involving the Company pursuant to an agreement of the type described in Sections (ii)(A)(4) of the definition of "Beneficial Ownership" in Section 1 and 11(g) at which time the Rights are terminated.

"**Final Expiration Date**" means, the close of business of the third annual anniversary of the date hereof if such day is a Business Day or otherwise the close of business on the Business Day immediately following such third annual anniversary.

"**Multiplier Number**" shall have the meaning set forth in the Form of Certificate of Designations in Exhibit A.

"**Person**" means an individual, entity or organization.

"**Preferred Stock**" means the Series A Participating Cumulative Preferred Stock, par value $[0.01] per share, of the Company, having the terms set forth in the form of certificate of designation attached hereto as Exhibit A.

"**Purchase Price**" means the price (subject to adjustment as provided herein) at which a holder of a Right may purchase one one-hundredth of a share of Preferred Stock (subject to adjustment as provided herein) upon exercise of a Right, which price shall initially be $[●].

"**Related Fund**" means, with respect to a Person, any fund, account or investment vehicle that is controlled, managed, advised or sub-advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, advisor or subadvisor as such Person or an Affiliate of such investment manager, advisor or subadvisor.

"**Securities Act**" means the Securities Act of 1933, as amended, unless otherwise expressly specified.

"**Specified Percentage**" means (i) for any Sponsor Stockholder (together and collectively with its Affiliates and Associates), 35%; and (ii) for any other Person, it shall mean 15% or more.

"**Sponsor Stockholder**" means, at any time, Ascribe Capital LLC, Blue Mountain Capital Management, LLC, GSO Capital Partners LP, Solus Alternative Asset Management LP,

any SHA Stockholder or any of their Affiliates or Related Funds, or their respective successors, assigns, designees, heirs, beneficiaries, trusts or estates.

"**Stock Acquisition Date**" means the date of the first public announcement (including the filing of a report on Schedule 13D or Schedule 13G under the Exchange Act (or any comparable or successor report)) by the Company or an Acquiring Person indicating that an Acquiring Person has become such, or such earlier date as a majority of the Board of Directors of the Company shall become aware of the existence of an Acquiring Person.

"**Stockholders Agreement**" means that agreement, entered into on or about [•][1], by and among certain holders (the "**SHA Stockholders**") of the Common Stock and the Company, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"**Subsidiary**" of any Person means any other Person of which securities or other ownership interests having ordinary voting power, in the absence of contingencies, to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly beneficially owned by such first Person.

"**Trading Day**" means a day on which the principal national securities exchange or over-the-counter market on which the shares of Common Stock are listed or admitted to trading is open for the transaction of business or, if the shares of Common Stock are not listed or admitted to trading on any national securities exchange or over-the-counter market, a Business Day.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Adjustment Shares	9(a)(ii)
Authorized Officer	18
Company	Preamble
derivatives	1
current market price	9(b)
Derivative Common Stock	1
Exchange Ratio	21
Post-Transferee	6(e)
Pre-Transferee	6(e)
Principal Party	11
Record Date	Recitals
Redemption Price	20
Right	Recitals
Rights Agent	Preamble
Rights Agreement	Preamble
Right Certificate	3(c)
Section 9(a)(ii) Event	9(a)(ii)

[1] Note to draft: To be dated the date hereof.

Term	**Section**
Section 11 Event	11
Substitution Period	9(a)
Trust Agreement	21

SECTION 2. *Other Definitional and Interpretative Provisions.* The words "hereof", "herein" and "hereunder" and words of like import used in this Rights Agreement shall refer to this Rights Agreement as a whole and not to any particular provision of this Rights Agreement. The captions herein and descriptive headings of the several sections of the Rights Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of any of the provisions of this Rights Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Rights Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Rights Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Rights Agreement. Any singular term in this Rights Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Rights Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

SECTION 3. *Issuance of Rights and Right Certificates.* (a) As soon as practicable after the Record Date, the Company will send a summary of the Rights substantially in the form of Exhibit B hereto, by first-class mail, postage prepaid, to each record holder of the Common Stock as of the close of business on the Record Date at the address of such holder shown on the records of the Company or the transfer agent or registrar of the Common Stock. Any certificates for the Common Stock issued (including, without limitation, certificates issued upon original issuance, issued from the Company's treasury or upon transfer or exchange of Common Stock) after the Record Date but prior to the earlier of the Distribution Date and the Expiration Date shall have printed or written on or otherwise affixed to them a legend in substantially the following form:

> This certificate also evidences and entitles the holder thereof to certain Rights as set forth in a Rights Agreement between [COMPANY] (the "**Company**") and [AGENT], as Rights Agent (or any successor Rights Agent), dated as of [●], and as supplemented, amended or restated from time to time (the "**Rights Agreement**"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal

executive offices of the Company. The Company will mail to the holder of this certificate a copy of the Rights Agreement without charge promptly after receipt of a written request therefor. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be evidenced by separate certificates instead of by this certificate and may be redeemed or exchanged or may expire. **As set forth in the Rights Agreement, Rights issued to or Beneficially Owned by, any Person who is, was or becomes an Acquiring Person or an Affiliate or Associate thereof (as such capitalized terms are defined in the Rights Agreement), whether currently held by or on behalf of such Person or by any subsequent holder, shall be null and void.**

With respect to any shares of Common Stock held in Book Entry form, such legend (except that any references to "this certificate" contained therein shall be replaced by the phrase "this statement") shall be included in any written notice or statement or confirmation sent to the record holder of such shares in accordance with applicable law, to the extent such notices, statements or confirmations are otherwise sent to such holders. In the event that the Company purchases or otherwise acquires any shares of Common Stock after the Record Date but prior to the Distribution Date, any Rights associated with such shares of Common Stock shall be deemed canceled and retired so that the Company shall not be entitled to exercise any Rights associated with the shares of Common Stock that are no longer outstanding. Notwithstanding any provision of this Rights Agreement, neither the omission of a legend, nor the failure to provide notice thereof, shall affect the enforceability of any part of this Rights Agreement or the rights of any holder of the Rights.

(b) Until the Distribution Date, (A) the Rights shall be evidenced by the certificates for Common Stock registered in the names of the holders of Common Stock (or by the Book Entry account that evidences record ownership for Common Stock) and not by separate Right certificates, and the record holders of such certificates (or registered holders of such Book Entry accounts) for Common Stock shall be the record holders of the Rights represented thereby and (B) each Right shall only be transferable simultaneously and together with the transfer of a share of Common Stock (subject to adjustment as hereinafter provided). Until the Distribution Date (or, if earlier, the Final Expiration Date), the surrender for transfer of any certificate for Common Stock (or the effectuation of a Book Entry transfer of shares of Common Stock) shall constitute the surrender for transfer of the Right or Rights associated with the Common Stock evidenced thereby, whether or not accompanied by a copy of the summary of the Rights.

(c) As soon as practicable after the Distribution Date, the Company will prepare and execute, the Rights Agent will countersign, and the Company will send or cause to be sent (and the Rights Agent will, if requested by the Company and provided with a shareholder list and all necessary or relevant information and documents, at the Company's expense, send) by first class mail, postage prepaid, to each record holder of the Common Stock as of the close of business on the Distribution Date (other than any Acquiring Person or any Affiliate or Associate thereof) as shown by the records of the Company or the transfer agent or registrar for Common Stock, at the address of such holder shown on such records, a certificate substantially in the form of Exhibit C hereof (a "**Right Certificate**"), evidencing one Right (subject to adjustment as provided herein) for each share of Common Stock so held. As of and after the Distribution Date, the Rights shall be evidenced solely by Right Certificates and may be transferred by the transfer of the Right

Certificate as permitted hereby, separately and apart from any transfer of one or more shares of Common Stock. The Company shall, as promptly as practicable, notify the Rights Agent in writing upon occurrence of the Distribution Date, and if such notification is given orally the Company shall confirm the same in writing on or prior to the Business Day next following. Until such notice is received by the Rights Agent, the Rights Agent may presume conclusively for all purposes that the Distribution Date has not occurred. Notwithstanding any other provision hereof, the Company and the Rights Agent may amend this Rights Agreement to provide for uncertificated Rights in addition to or in place of Right Certificates evidencing Rights to the extent permitted by applicable law. If an adjustment in the number of Rights per share of Common Stock has been made pursuant to Section 9, the Company shall, at the time of distribution of the Right Certificates, make the necessary and appropriate rounding adjustments in accordance with Section 12(a) so that Right Certificates representing only whole numbers of Rights are distributed and cash is paid in lieu of any fractional Rights.

(d) Rights shall be issued in respect of, and associated with each share of, Common Stock outstanding as of the Record Date and each additional share of Common Stock that shall become outstanding after the Record Date but prior to the earlier of the Distribution Date and the Expiration Date. In addition, in connection with the issuance or sale of shares of Common Stock following the Distribution Date and prior to the Expiration Date, the Company (i) shall, with respect to shares of Common Stock so issued or sold (A) pursuant to the exercise of stock options or under any employee plan or arrangement or (B) upon the exercise, conversion or exchange of other securities issued by the Company prior to the Distribution Date, and (ii) may, in any other case, if deemed appropriate by the Board, issue Right Certificates representing the appropriate number of Rights in connection with such issuance or sale; *provided* that no such Right Certificate shall be issued (i) if, and to the extent that, the Company is advised by counsel that such issuance would create a significant risk of material adverse tax consequences to the Company or the Person to whom such Right Certificate would be issued, (ii) if, and to the extent that, appropriate adjustment shall otherwise have been made in lieu of the issuance thereof or (iii) to an Acquiring Person or an Affiliate or Associate of an Acquiring Person.

SECTION 4. *Form of Right Certificates.* (a) The Right Certificates (and the forms of election to purchase Preferred Shares and of assignment to be printed on the reverse thereof) shall be substantially in the form of Exhibit C hereto and may have such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Rights Agreement, or as may be required to comply with any applicable law, rule or regulation or with any rule or regulation of any stock exchange on which the Rights may from time to time be listed, or to conform to customary usage. Subject to the other provisions of the Agreement (including Section 9), the Right Certificates shall entitle the holder thereof to purchase such number of one one-hundredths of a share of Preferred Stock as shall be set forth therein at the Purchase Price for each share of one one-hundredths of a share of Preferred Stock, but the number and identity of such shares and the Purchase Price shall be and remain subject to adjustment as provided herein.

(b) The Right Certificates shall be executed on behalf of the Company by its Chairman of the Board, its Chief Executive Officer, its President, its Treasurer or any Vice President, either manually or by facsimile signature, and shall have affixed thereto the Company's seal or a

facsimile thereof which shall be attested by the Secretary or an Assistant Secretary of the Company either manually or by facsimile signature. The Right Certificates shall be countersigned by the Rights Agent and shall not be valid for any purpose unless so countersigned. In case any officer of the Company whose manual or facsimile signature is affixed to any of the Right Certificates ceases to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates may, nevertheless, be countersigned by the Rights Agent and issued and delivered with the same force and effect as though the Person who signed such Right Certificates had not ceased to be such officer of the Company. Any Right Certificate may be signed on behalf of the Company by any Person who, at the actual date of the execution of such Right Certificate, shall be a proper officer of the Company to sign such Right Certificate, although at the date of the execution of this Rights Agreement any such Person was not such an officer.

(c) Notwithstanding any of the provisions of this Rights Agreement or of the Rights to the contrary, the Company may from time to time, at its option, issue new Right Certificates evidencing Rights in such form as may be approved by its Board to reflect any adjustment or change in the Purchase Price and the number or kind or class of shares of stock, or other securities or property issuable upon exercise of the Rights made in accordance with the provisions of this Rights Agreement.

SECTION 5. *Registration; Transfer and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates.* (a) Following the Distribution Date, the Rights Agent shall keep or cause to be kept, at its principal office or other offices designated for such purpose, books for registration and transfer of the Right Certificates. Such books shall show with respect to each Right Certificate the name and address of the registered holder thereof, the number of Rights indicated on the certificate, the certificate number of each Right Certificate and the date of each of the Right Certificates. The Right Certificates are transferable only on the registry books of the Rights Agent.

(b) Subject to the provision of this Rights Agreement, at any time after the Distribution Date and prior to the Expiration Date, any Right Certificate or Right Certificates (other than Right Certificates representing Rights that became null and void pursuant to Section 6(e) hereof, or that have been exchanged pursuant to Section 21 hereof) may, upon the terms and subject to the conditions set forth in this Rights Agreement, be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates entitling the registered holder to purchase a like number of shares of Preferred Stock (or other securities, cash or other assets) as the Right Certificate or Right Certificates surrendered then entitled such holder to purchase. Any registered holder desiring to transfer, split up, combine or exchange any Right Certificate or Right Certificates shall make such request in writing delivered to the Rights Agent and shall surrender such Right Certificate or Right Certificates (with the form of assignment and certificate contained therein duly executed) to the Rights Agent at the principal office or offices of the Rights Agent designated for such purpose. Neither the Rights Agent nor the Company shall be obligated to take any action whatsoever with respect to the transfer of any such surrendered Right Certificate or Right Certificates until the registered holder of the Rights has complied with the requirements of Section 6(f) and shall have paid a sum sufficient to cover any transfer tax or other governmental charge that may be imposed in connection with any transfer,

split up, combination or exchange of any Right Certificate or Right Certificates. Upon satisfaction of the foregoing requirements, the Rights Agent shall, subject to Sections 6(e), 6(f), 8(d), 12 and 21, countersign and deliver to the Person entitled thereto a Right Certificate or Right Certificates as so requested. The Rights Agent shall promptly forward any such sums collected by it to the Company or to such Persons as the Company shall specify by written notice. The Rights Agent shall have no duty or obligation under any Section of this Rights Agreement that requires the payment of taxes or charges unless and until it is satisfied that all such taxes and/or charges have been paid.

(c) Subject to the provisions of this Rights Agreement, at any time after the Distribution Date and prior to the Expiration Date, upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and, at the Company's request, reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company will issue and deliver a new Right Certificate of like tenor to the Rights Agent for countersignature and delivery to the registered owner in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

SECTION 6. *Exercise of Rights.* (a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein, including Sections 6(e), 6(f), and 9(a)) in whole or in part at any time after the Distribution Date and prior to the Expiration Date upon surrender of the Right Certificate, with the form of election to purchase and the certificate on the reverse side thereof duly executed, to the Rights Agent at the principal office or offices of the Rights Agent designated for such purpose, together with payment (in lawful money of the United States of America by cash or certified check or bank draft or money order payable in immediately available or next day funds to the order of the Company) of the aggregate Purchase Price for the total number of one one-hundredths of a share of Preferred Stock (or other securities, cash or other assets, as the case may be) as to which such surrendered Rights are then exercisable and an amount equal to any applicable transfer tax or other governmental charge.

(b) Upon satisfaction of the requirements of Section 6(a) and subject to Section 18(k), the Rights Agent shall thereupon promptly (i) either (A) requisition from any transfer agent of the Preferred Stock (or make available, if the Rights Agent is the transfer agent therefor) certificates (or make a Book Entry) for the total number of one one-hundredths of a share of Preferred Stock to be purchased and the Company hereby irrevocably authorizes its transfer agent to comply with all such requests) or (B) if the Company shall have elected to deposit the shares of Preferred Stock issuable upon exercise of the Rights with a depositary agent, requisition from the depositary agent depositary receipts representing interests in such number of one one-hundredths of a share of Preferred Stock to be purchased (in which case certificates for the shares of one one-hundredths of a share of Preferred Stock represented by such receipts shall be deposited by the transfer agent with the depositary agent and the Company hereby directs each such depositary agent to comply with such request), (ii) when necessary to comply with this Rights Agreement or otherwise when appropriate, as determined by the Company with notice to the Rights Agent, requisition from the Company the amount of cash, if any, to be paid in lieu of

issuance of fractional shares in accordance with Section 12, (iii) after receipt of such certificates or depositary receipts (or confirmations or written notices that a Book Entry has been made) cause the same to be delivered to or upon the order of the registered holder of such Right Certificate (with such certificates or receipts registered in such name or names as may be designated by such holder), and (iv) when necessary to comply with the Rights Agreement (or otherwise when appropriate as determined by the Company with notice to the Rights Agent), after receipt thereof, deliver such cash referred to in (ii) above to or upon the order of the registered holder of such Rights Certificate. If the Company is obligated to deliver Common Stock or other securities, pay cash and/or distribute other property pursuant to this Rights Agreement, the Company will make all arrangements necessary so that such securities, cash and or/other property are available for delivery by the Rights Agent, if and when necessary to comply with this Rights Agreement.

(c) Each Person (other than the Company) in whose name any certificate (or Book Entry) for a number of one one-hundredths of a share of Preferred Stock (or Common Stock and/or other securities, as the case may be) is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of such one one-hundredth of a share of Preferred Stock (or Common Stock and/or other securities, as the case may be) represented thereby on, and such certificate or Book Entry shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and any transfer taxes or other governmental charges) was made; *provided* that if the date of such surrender and payment is a date upon which the transfer books of the Company relating to the one one-hundredths of a share of Preferred Stock (or Common Stock and/or other securities, as the case may be) are closed, such Person shall be deemed to have become the record holder of such shares on, and such certificate or Book Entry shall be dated, the next succeeding Business Day on which the applicable transfer books of the Company are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a stockholder of the Company with respect to shares for which the Rights shall be exercisable, including the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Company except as provided herein.

(d) In case the registered holder of any Right Certificate shall exercise less than all the Rights evidenced thereby, a new Right Certificate evidencing the number of Rights remaining unexercised shall be issued by the Rights Agent and delivered to, or upon the order of, the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, subject to the provisions of Section 12.

(e) Notwithstanding anything in this Rights Agreement to the contrary, from and after the first occurrence of a Section 9(a)(ii) Event, any Rights Beneficially Owned by (i) an Acquiring Person or an Associate or Affiliate of an Acquiring Person, (ii) a transferee of an Acquiring Person (or of any such Associate or Affiliate of an Acquiring Person) who becomes a transferee after a Section 9(a)(ii) Event (a "**Post-Transferee**"), (iii) a transferee of an Acquiring Person (or of any such Associate or Affiliate) who becomes a transferee prior to or concurrently with a Section 9(a)(ii) Event and receives such Rights pursuant to either (x) a transfer (whether or not for consideration) from the Acquiring Person (or any such Associate or Affiliate) to

holders of equity interests in such Acquiring Person (or in any such Associate or Affiliate) or to any Person with whom the Acquiring Person (or any such Associate or Affiliate) has any continuing agreement, arrangement or understanding regarding the transferred Rights or (y) a transfer which the Board determines is part of a plan, arrangement or understanding which has as a primary purpose or effect the avoidance of this Section 6(e) (a "**Pre-Transferee**"), or (iv) any subsequent transferee receiving transferred Rights from a Post-Transferee or Pre-Transferee, either directly or through one or more intermediate transferees, shall in each of the cases (i) to (iv) above become null and void without any further action, and no holder of such Rights shall have any rights whatsoever with respect to such Rights, whether under this Rights Agreement or otherwise. Neither the Company nor the Rights Agent shall have any liability to any holder of Right Certificates or other Person as a result of its failure to make any determinations with respect to an Acquiring Person or its Affiliates and Associates or any transferee of any of them hereunder. The Company shall give the Rights Agent written notice of the identity of any Acquiring Person, Associate or Affiliate known to it, or the nominee of the foregoing, and the Rights Agent may rely on such notice in carrying out its duties under this Rights Agreement and shall be deemed not to have any knowledge of the identity of such Acquiring Person, Associate or Affiliate or the nominee of the foregoing unless and until it has received notice.

(f) Notwithstanding anything in this Rights Agreement to the contrary, neither the Rights Agent nor the Company shall be obligated to undertake any action with respect to any purported transfer, split up, combination or exchange pursuant to Section 5 or exercise pursuant to this Section 6 unless the registered holder of the applicable Rights (i) shall have properly completed and duly signed the certificate (including the certification regarding the identity of the Beneficial Owner) contained in the form of assignment or election to purchase, as the case may be, set forth on the reverse side of the Right Certificate surrendered for such transfer or exercise, as the case may be and (ii) shall have provided such additional evidence of the identity of the Beneficial Owner (or former Beneficial Owner) of the Rights evidenced thereby or Affiliates or Associates thereof as the Company or Rights Agent shall reasonably request.

SECTION 7. *Cancellation and Destruction of Right Certificates.* All Right Certificates surrendered for exercise, transfer or exchange shall, if surrendered to the Company or to any of its agents, be delivered to the Rights Agent in canceled form, or, if surrendered to the Rights Agent, shall be canceled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by this Rights Agreement. The Company shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall cancel and retire, any other Right Certificate purchased or acquired by the Company otherwise than upon the exercise thereof. The Rights Agent shall deliver all canceled Right Certificates to the Company, or shall, at the written request of the Company, destroy or cause to be destroyed such canceled Right Certificates, and in such case shall deliver a certificate of destruction thereof to the Company.

SECTION 8. *Reservation and Availability of Capital Stock.* (a) The Company covenants and agrees that it will cause to be reserved and kept available out of its authorized and unissued shares of Preferred Stock or any shares of Preferred Stock held in treasury, the number of shares of Preferred Stock sufficient to permit the exercise in full of all outstanding Rights as provided in this Rights Agreement.

(b) So long as the Preferred Stock issuable upon the exercise of Rights may be listed on any national securities exchange, the Company shall use its reasonable best efforts to cause, from and after such time as the Rights become exercisable, all securities reserved for such issuance to be listed on any such exchange upon official notice of issuance upon such exercise.

(c) The Company shall take all such action as may be necessary to ensure that all one one-hundredths of a share of Preferred Stock (and following the occurrence of a Section 9(a)(ii) Event, Common Stock and/or other securities) shall, at the time of delivery of the certificates for such securities (subject to payment of the Purchase Price and compliance with all other applicable provisions of this Rights Agreement), be duly and validly authorized and issued, fully paid and nonassessable.

(d) The Company shall pay when due and payable any and all federal and state transfer taxes and other governmental charges which may be payable in respect of the issuance or delivery of the Right Certificates and of any certificates (or Book Entry) for shares of Preferred Stock (or Common Stock and/or other securities as the case may be) upon the exercise or exchange of Rights. The Company shall not, however, be required to pay any transfer tax or other governmental charge which may be payable in respect of any transfer, issuance or delivery of any Right Certificates to a Person other than, or the issuance or delivery of certificates or depository receipts for shares of Preferred Stock (or Common Stock and/or other securities as the case may be) in respect of a name other than, that of the registered holder of the applicable Right Certificate. Prior to any such issuance or delivery of any Right Certificates or any certificates (or Book Entry) for Preferred Stock (or Common Stock and/or other securities as the case may be), any such transfer tax or other governmental charge shall have been paid by the holder of such Right Certificate or it shall have been established to the Company's satisfaction that no such tax or other governmental charge is due.

(e) From and after such time as the Rights become exercisable, if then necessary to permit the issuance of shares of Preferred Stock upon the exercise of Rights, the Company shall use its best efforts to register and qualify such shares of Preferred Stock under the Securities Act and any applicable state securities or "Blue Sky" laws (to the extent exemptions therefrom are not available), cause such registration statement and qualifications to become effective as soon as possible after such filing and keep such registration and qualifications effective (with a prospectus at all times meeting the requirements of the Securities Act) until the earlier of the date as of which the Rights are no longer exercisable for such securities and the Expiration Date. The Company may temporarily suspend, for a period of time not to exceed 120 days, the exercisability of the Rights in order to prepare and file a registration statement under the Securities Act and permit it to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding any provision of this Right Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction unless the requisite qualification in such jurisdiction shall have been obtained and until a registration statement under the Securities Act shall have been declared effective, unless an exemption therefrom is available.

SECTION 9. *Adjustment of Purchase Price, Number and Kind of Shares or Number of Rights.* (a) (i) To preserve the actual or potential economic value of the Rights, if at any time after the date hereof there shall be any change in the shares of Common Stock or the Preferred Stock, whether by reason of stock dividends, stock splits, reverse stock splits, recapitalization, mergers, consolidations, combinations or exchanges of securities, split-ups, split-offs, spin-offs, liquidations, other similar changes in capitalization, any distribution or issuance of cash, assets, evidences of indebtedness or subscription rights, options or warrants to holders of Common Stock or Preferred Stock, as the case may be (other than distribution of the Rights or regular quarterly cash dividends) or otherwise, then, in each such event the Board shall make such appropriate adjustments in the number of shares of Common Stock, Preferred Stock (or the number and kind of other securities) issuable upon exercise of each Right (or, in exchange for any Right pursuant to Section 21), the Purchase Price and Redemption Price in effect at such time and/or the number of Rights outstanding at such time (including the number of Rights or fractional Rights associated with each share of Common Stock) such that following such adjustment such event shall not have had the effect of reducing or limiting the benefits the holders of the Rights would have had absent such event. If an event occurs which requires an adjustment under both this Section 9(a)(i) and Section 9(a)(ii), the adjustment provided for in this Section 9(a)(i) shall be made prior to, and in addition to, any adjustment required pursuant to Section 9(a)(ii).

(ii) Subject to Section 21 hereof, if any Person, alone or together with its Affiliates and Associates, becomes, at any time after the date of this Rights Agreement, an Acquiring Person (a "**Section 9(a)(ii) Event**"), then each holder of a Right shall thereafter (except as otherwise provided herein, including Section 6(e)) be entitled to receive, upon exercise thereof at a price equal to the then current Purchase Price multiplied by the number of one one-hundredths of a share of Preferred Stock for which a Right is exercisable immediately prior to the Section 9(a)(ii) Event, in accordance with this Rights Agreement, in lieu of Preferred Stock, such number of duly and validly authorized and issued, fully paid and nonassessable shares of Common Stock of the Company (such shares being referred to herein as the "**Adjustment Shares**") equal to the result obtained by dividing

(x) the product obtained by multiplying the then current Purchase Price by the number of one one-hundredths of a share of Preferred Stock for which a Right was exercisable immediately prior to the occurrence of such event by

(y) 50% of the current market price per share of Common Stock (determined pursuant to Section 9(b)) on the date of the occurrence of such event;

provided, however, that the Purchase Price (as so adjusted) and the number of Adjustment Shares so receivable upon exercise of a Right shall, following the Section 9(a)(ii) Event, be subject to further adjustment as appropriate in accordance with Section 9(c). From and after the occurrence of a Section 11 Event, any Rights that have not theretofore been exercised

pursuant to this Section 9(a)(ii) shall thereafter be exercisable only in accordance with Section 11 and not pursuant to this Section 9(a)(ii).

(iii) The Company may at its option substitute for a share of Common Stock issuable upon the exercise of Rights in accordance with the foregoing subparagraph (ii) a number of shares of Preferred Stock or fraction thereof such that the current market price of one share of Preferred Stock multiplied by such number or fraction is equal to the current per share market price of one share of Common Stock. If the number of shares of Common Stock which are authorized by the Company's certificate of incorporation but not outstanding or reserved for issuance other than upon exercise of the Rights is not sufficient to permit the exercise in full of the Rights in accordance with Section 9(a)(ii), the Company shall, to the extent permitted by law (and to the extent that the Board has not theretofore determined to seek stockholder approval for the authorization of additional shares of Common Stock as provided in the following sentence) with respect to each Right, make adequate provision to substitute for the Adjustment Shares, upon payment of the Purchase Price then in effect, (A) (to the extent available) Common Stock, then (B) (to the extent available) such number of one one-hundredths of a share of Preferred Stock as are then equivalent in value to the value of the Adjustment Shares and then (C) other equity or debt securities of the Company, cash or other assets, a reduction in the Purchase Price or any combination of the foregoing, having an aggregate value (as determined by the Board) equal to the value of the Adjustment Shares; *provided* that (1) the Company may, and (2) if the Company shall not have made adequate provision as required above to deliver value within 30 days following the first occurrence of a Section 9(a)(ii) Event, then the Company shall be obligated to, deliver, upon the surrender for exercise of a Right and without requiring payment of the Purchase Price, (x) (to the extent available) Common Stock, then (y) (to the extent available) one-hundredths of a share of Preferred Stock and then, (z) other equity or debt securities of the Company, cash or other assets or any combination of the foregoing, having an aggregate value (as determined by the Board) equal to the excess of the value of the Adjustment Shares over the then current Purchase Price. If the Board determines that it is likely that sufficient additional shares of Common Stock could be authorized for issuance upon full exercise of the Rights and the Board determines, in its absolute discretion to seek such authorization, the 30 day period referred to in the prior sentence may be extended for a period of up to 90 days after the first occurrence of a Section 9(a)(ii) Event, in order to permit the Company to seek any stockholder approval required for the authorization of such additional shares (such 30 day period as it may be extended, shall hereafter be referred to as the "**Substitution Period**"). To the extent that the Company determines that some action is to be taken pursuant to the preceding two sentences, the Company (A) shall provide, subject to Section 6(e), that such action shall apply uniformly to all outstanding Rights and (B) may suspend the exercisability of the Rights until the expiration of the Substitution Period in order to seek stockholder approval for such authorization of additional shares and/or to decide the appropriate form and value of any consideration to be delivered as referred to in such sentence. If any such suspension occurs, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such

time as the suspension is no longer in effect. The Company shall notify the Rights Agent whenever it makes a public announcement pursuant to this Section 9(a)(iii) and give the Rights Agent a copy of such announcement. For purposes of this Section 9(a)(iii), the value of the Common Stock shall be the current market price per share of Common Stock (as determined pursuant to Section 9(b)) on the date of the first occurrence of a Section 9(a)(ii) Event; any common stock equivalent shall be deemed to have the same value as the Common Stock on such date; and the value of other securities or assets shall be determined as of such date pursuant to Section 9(b)(iv).

(b) (i) For purposes of computations hereunder other than computations made pursuant to Sections 9(a)(iii) or Section 12, the "current market price" per share of Common Stock on any date shall be the average of the daily closing prices per share of such Common Stock at the close of the regular session of trading for the 30 consecutive Trading Days immediately prior to, but not including, such date; for purposes of computations made pursuant to Section 9(a)(iii), the "current market price" per share of Common Stock on any date shall be deemed to be the average of the daily closing prices per share of such Common Stock at the close of the regular session of trading for the 10 consecutive Trading Days immediately following, but not including, such date; and for purposes of computations made pursuant to Section 12, the "current market price" per share of Common Stock for any Trading Day shall be the closing price per share of Common Stock at the close of the regular session of trading for such Trading Day; *provided* that if the current market price per share of the Common Stock is determined during a period that is in whole or in part following the announcement by the issuer of such Common Stock of (i) a dividend or distribution on such Common Stock payable in shares of such Common Stock or securities exercisable for or convertible into shares of such Common Stock (other than the Rights), or (ii) any subdivision, combination or reclassification of such Common Stock, and prior to the ex-dividend date for such dividend or distribution or the record date for such subdivision, combination or reclassification, then, and in each such case, the "current market price" shall be properly adjusted to take into account ex-dividend trading. The closing price for each day shall be the last sale price, regular way, at the close of the regular session of trading or, if no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system at the close of the regular session of trading with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the shares of Common Stock are not listed or admitted to trading on the New York Stock Exchange, on the principal national securities exchange on which the shares of Common Stock are listed or admitted to trading or, if the shares of Common Stock are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or such other system then in use or, if on any such date the shares of Common Stock are not quoted by any such organization, or, at the option of the Board in its sole discretion, the average of the closing bid and asked prices on the principal over-the-counter quotation system on which such Common Stock trades or the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Common Stock selected by the Board (in each case prices which are not identified as having been reported late to such system). If on any such date, the Common Stock is not quoted in an over-the-counter quotation system, no market maker

is making a market in the Common Stock or the Common Stock is not publicly held or not so listed or traded, the "current market value" of such shares on such date shall be as determined by the Board which determination shall be described in a statement filed with the Rights Agent and shall be conclusive for all purposes.

(ii) For the purpose of any computation hereunder, the "current market price" per share of Preferred Stock shall be determined in the same manner as set forth above for the Common Stock in Section 9(b)(i) (other than the last sentence thereof). If the current market price per share of Preferred Stock cannot be determined in such manner, the "current market price" per share of Preferred Stock shall be conclusively deemed to be an amount equal to the Multiplier Number then in effect multiplied by the current market price per share of Common Stock (as determined pursuant to Section 9(b)(i). If neither the Common Stock nor the Preferred Stock is publicly traded, "current market price" shall mean the fair value per share as determined by the Board which determination shall be described in a statement filed with the Rights Agent and shall be conclusive for all purposes. For all purposes of this Rights Agreement, the "current market price" of one one-hundredth of a share of Preferred Stock shall be equal to the "current market price" of one share of Preferred Stock divided by 100.

(iii) For purposes of any computation hereunder, the "current market price" per Right shall be determined in the same manner as set forth above for the Common Stock in Section 9(b)(i) (including the last sentence thereof).

(iv) For the purpose of any computation hereunder, the value of any securities or assets other than Common Stock, Preferred Stock or Rights shall be the fair value as determined by the Board, which determination shall be described in a statement filed with the Rights Agent and shall be conclusive for all purposes.

(c) If at any time, as a result of an adjustment made pursuant to Section 9(a) or 11(a), the holder of any Right is entitled to receive upon exercise of such Right any shares of capital stock other than Preferred Stock, thereafter the number of such other shares so receivable upon exercise of any Right and the Purchase Price thereof shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Preferred Stock contained in Section 9(a), and the provisions of Sections 6, 8, 11 and 12 with respect to the Preferred Stock shall apply on like terms to any such other shares.

(d) All Rights originally issued by the Company subsequent to any adjustment made hereunder shall evidence the right to purchase, at the Purchase Price then in effect, the adjusted number and kind of securities issuable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(e) Irrespective of any adjustment or change in the Purchase Price or the number of one one-hundredths of a share of Preferred Stock or number of kind of other securities issuable upon the exercise of the Rights, the Right Certificates theretofore and thereafter issued may continue to express the terms which were expressed in the initial Right Certificates issued hereunder.

(f) Before taking any action that would cause an adjustment reducing the Purchase Price below the then par value, if any, of the number of one one-hundredths of a share of Preferred Stock issuable upon exercise of the Rights or other securities issuable upon the exercise of the Rights, the Company shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable such number of one one-hundredths of a share of Preferred Stock or other such securities at such adjusted Purchase Price.

(g) In any case in which this Section 9 shall require that an adjustment in the Purchase Price be made effective as of a record date for a specified event, the Company may elect to defer until the occurrence of such event the issuance to the holder of any Right exercised after such record date the number of one one-hundredths of a share of Preferred Stock or other capital stock, if any, issuable upon such exercise over and above the number of one one-hundredths of a share of Preferred Stock or other capital stock, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to such adjustment; *provided* that the Company shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares upon the occurrence of the event requiring such adjustment.

(h) Anything in this Section 9 to the contrary notwithstanding, the Company shall be entitled to make such reductions in the Purchase Price, in addition to those adjustments expressly required by this Section 9, as and to the extent that it, in its sole discretion, determines to be advisable so that any consolidation or subdivision of the Preferred Stock or Common Stock, issuance wholly for cash of any Preferred Stock or Common Stock at less than the current market price, issuance wholly for cash of any Preferred Stock or Common Stock or securities which by their terms are convertible into or exercisable for Preferred Stock or Common Stock, stock dividends or issuance of rights, options or warrants referred to in this Section 9 hereafter made by the Company to the holders of its Preferred Stock or Common Stock, shall not be taxable to such stockholders.

(i) The Company agrees that after the occurrence of the earlier of the Distribution Date or the Stock Acquisition Date, it will not, except as permitted by Sections 20, 21 or 24, take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will substantially diminish or otherwise eliminate the benefits intended to be afforded by the Rights.

SECTION 10. *Certificate of Adjusted Purchase Price or Number of Shares.* Whenever an adjustment is made as provided in Sections 9 or 11, the Company shall (a) promptly prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment, (b) promptly file with the Rights Agent and with the transfer agent for the Common Stock a copy of such certificate and (c) if such adjustment occurs any time after the Distribution Date, mail a brief summary thereof to each holder of a Right Certificate in the manner set forth in Section 23; *provided* that the failure to prepare, file or mail such certificate or summary shall not affect the validity of the adjustment. The Rights Agent shall be fully protected in relying on any such certificate and on any adjustment statement therein contained and shall have no duty or liability with respect to, and shall not be deemed to have, any duty or liability with respect to,

and shall not be deemed to have knowledge of any adjustment unless and until it shall have received such certificate.

SECTION 11. *Consolidation, Merger or Sale or Transfer of Assets or Earning Power.* (a) If, following the occurrence of a Section 9(a)(ii) Event, directly or indirectly,

(x) the Company shall effect a share exchange, consolidate with, merge with or into or otherwise combine with, any Person, and the Company is not the continuing or surviving corporation of such share exchange, consolidation, merger or combination;

(y) any Person shall effect a share exchange, merge with and into, consolidate with the Company or otherwise combine with, the Company, and the Company is the continuing or surviving corporation of such share exchange, merger or combination and, in connection therewith all or part of the outstanding shares of Common Stock is changed into or exchanged for other stock or securities of the Company or of any other Person, cash or any other property; or

(z) the Company and/or one or more of its Subsidiaries sells or otherwise transfers, in one transaction or a series of related transactions, to any other Person (other than the Company or any of its wholly-owned subsidiaries), assets or earning power aggregating more than 50% of the assets or earning power of the Company and its Subsidiaries, taken as a whole,

(each of the above, a "**Section 11 Event**") then, on the first occurrence of any such event, proper provision shall promptly be made so that

(i) each holder of a Right, except as provided in Section 6(e) hereof, shall thereafter be entitled to receive, upon exercise thereof at the then current Purchase Price multiplied by the number of one one-hundredths of a share of Preferred Stock for which a Right is then exercisable in accordance with the terms of this Rights Agreement and in lieu of shares of Preferred Stock, such number of duly and validly authorized and issued, fully paid and nonassessable shares of freely tradeable Common Stock of the Principal Party (as hereinafter defined), not subject to any rights of call or first refusal, liens, encumbrances or other claims, as shall be equal to the result obtained by dividing

(A) the product obtained by multiplying the then current Purchase Price by the number of one one-hundredths of a share of Preferred Stock for which a Right was then exercisable by

(B) 50% of the then current market price (determined pursuant to Section 9(b)) per share of the Common Stock of such Principal Party on the date of consummation of such Section 11 Event;

provided, however, that the Purchase Price (as so adjusted pursuant to the foregoing clause (i)(A)) and the number of shares of Common Stock of such Principal Party so receivable upon exercise of a Right shall be subject to further adjustment as appropriate

in accordance with Section 9(c) to reflect any events occurring in respect of the Common Stock of such Principal Party after the occurrence of such Section 11 Event;

(ii) the Principal Party shall thereafter be liable for, and shall assume, by virtue of such consolidation, merger, combination, sale or transfer, all the obligations and duties of the Company pursuant to this Rights Agreement;

(iii) the term "**Company**" shall thereafter be deemed to refer to such Principal Party, it being specifically intended that the provisions of Section 9 shall apply only to such Principal Party following the first occurrence of a Section 11 Event; and

(iv) such Principal Party shall take such steps (including the authorization and reservation of a sufficient number of shares of its Common Stock to permit exercise of all outstanding Rights in accordance with this Section 11(a)) in connection with the consummation of any such transaction as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be, in relation to the shares of its Common Stock thereafter deliverable upon the exercise of the Rights; *provided* that, upon the subsequent occurrence of any consolidation, merger, sale or transfer of assets or other extraordinary transaction in respect of such Principal Party, each holder of a Right shall thereupon be entitled to receive, upon exercise of a Right and payment of the Purchase Price as provided in this Section 11, such cash, shares, rights, warrants and other property which such holder would have been entitled to receive had such holder, at the time of such transaction, owned the Common Stock of the Principal Party receivable upon the exercise of a Right pursuant to this Section 11, and such Principal Party shall take such steps (including, but not limited to, reservation of shares of stock) as may be necessary to permit the subsequent exercise of the Rights in accordance with the terms hereof for such cash, shares, rights, warrants and other property.

(b) "**Principal Party**" means

(i) in the case of any transaction described in Sections 11(a)(x) or 11(a)(y), (A) the Person that is the issuer of any securities into which shares of Common Stock of the Company are changed, or otherwise exchanged or converted in such share exchange, merger, consolidation or combination or (B) if no securities are so issued, (x) the Person that is the other party to such merger or consolidation if such Person survives said merger, or, if there is more than one such Person, the Person the shares of Common Stock of which have the greatest aggregate market value of shares outstanding or (y) if the Person that is the other party to the merger does not survive the merger, the Person that does survive the merger (including the Company if it survives) or (z) the Person resulting from the consolidation; or

(ii) in the case of any transaction described in Section 11(a)(z), the Person that is receiving the greatest portion of the assets or earning power transferred pursuant to such transaction or transactions or, if each Person that is a party to such transaction or transactions receives the same portion of the assets or earning power so transferred or if the Person receiving the greatest portion of the assets or earning power cannot be

determined, whichever of such Persons is the issuer of Common Stock having the greatest aggregate market value of shares outstanding;

provided that in any such case, if the Common Stock of such Person is not at such time and has not been continuously over the preceding 12-month period registered under Section 12 of the Exchange Act, then (A) if such Person is a direct or indirect Subsidiary of another Person the Common Stock of which is and has been so registered, "Principal Party" shall refer to such other Person; (B) if such Person is a Subsidiary, directly or indirectly, of more than one Person, the Common Stocks of two or more of which are and have been so registered, "Principal Party" shall refer to whichever of such Persons is the issuer of the Common Stock having the greatest aggregate market value; and (C) if such Person is owned, directly or indirectly, by a joint venture formed by two or more Persons that are not owned, directly or indirectly, by the same Person, the rules set forth in clauses (A) and (B) above shall apply to each of the owners having an interest in the venture as if the Person owned by the joint venture was a Subsidiary of both or all of such joint venturers, and the Principal Party in each such case shall bear the obligations set forth in this Section 11 in the same ratio as its interest in such Person bears to the total of such interests.

(c) The Company shall not consummate any such share exchange, consolidation, merger, combination, sale or transfer unless (i) the Principal Party has a sufficient number of authorized shares of its Common Stock which are not outstanding or otherwise reserved for issuance (and which shall, when issued upon exercise of the Rights in accordance with this Rights Agreement be duly and validly authorized and issued, fully paid and nonassessable and free of preemptive rights, rights of first refusal or any other restriction or limitations on transfer on ownership thereof) to permit the exercise in full of the Rights in accordance with this Section 11, (ii) prior thereto a registration statement under the Securities Act on an appropriate form with respect to the Rights and the securities issuable upon exercise of the Rights shall be effective under the Securities Act and (iii) prior thereto the Company and such Principal Party shall have executed and delivered to the Rights Agent a valid, binding and enforceable supplemental agreement providing for the terms set forth in Sections 11(a) and 11(b) and providing that the Principal Party shall use its reasonable best efforts to (A) cause a registration statement under the Securities Act on an appropriate form with respect to the Rights and the securities issuable upon exercise of the Rights to remain effective (with a prospectus at all times meeting the requirements of the Securities Act) until the Expiration Date, (B) qualify or register the Rights and the securities issuable upon exercise of the Rights under the blue sky or securities laws of such jurisdictions as may be necessary or appropriate, (C) deliver to holders of the Rights historical financial statements for the Principal Party which comply in all respects with the requirements for registration on Form 10 under the Exchange Act, (D) list (or continue the listing of) the Rights and the securities issuable upon exercise of the Rights on a national securities exchange in the United States, and (E) obtain waivers of any rights of first refusal or preemptive rights in respect of the Common Stock or other securities of the Principal Party subject to purchase upon exercise of the outstanding Rights.

(d) In case the Principal Party which is to be a party to a transaction referred to in this Section 11 has a provision in any of its authorized securities or in its certificate of incorporation

or bylaws or other instrument governing its affairs, which provision would have the effect of (i) causing such Principal Party to issue, in connection with, or as a consequence of, the consummation of a transaction referred to in this Section 11, shares of Common Stock of such Principal Party at less than the then current market value per share (determined pursuant to Section 9(b) hereof) or securities exercisable for, or convertible into, Common Stock of such Principal Party at less than such then current market value (other than to holders of Rights pursuant to this Section 11) or (ii) providing for any special tax or similar payment in connection with the issuance to any holder of a Right of Common Stock of such Principal Party pursuant to the provisions of this Section 11, then, in such event, the Company shall not consummate any such transaction unless prior thereto the Company and such Principal Party shall have executed and delivered to the Rights Agent a supplemental agreement providing that the provision in question shall have been canceled, waived or amended, or that the authorized securities shall be redeemed, so that the applicable provision will have no effect in connection with, or as a consequence of, the consummation of the proposed transaction.

(e) The Company covenants and agrees that it shall not, at any time after any Person becomes an Acquiring Person, enter into any transaction described in Section 11(a)(x), (y) or (z) hereof if (i) at the time of or immediately after such share exchange, consolidation, merger, sale, transfer or other transaction there are any rights, warrants or other instruments or securities outstanding or agreements in effect which would substantially diminish or otherwise eliminate the benefits intended to be afforded by the Rights, (ii) prior to, simultaneously with or immediately after such share exchange, consolidation, merger, sale, transfer or other transaction, the stockholders of the Person who constitutes, or would constitute, the Principal Party for purposes of Section 11 hereof shall have received a distribution of Rights previously owned by such Person or any of its Affiliates or Associates or (iii) the form or nature of organization of the Principal Party would preclude or limit the exercisability of the Rights.

(f) The provisions of this Section 11 shall similarly apply to successive share exchanges, consolidations, mergers, sales, transfers or other transactions.

(g) Notwithstanding anything contained herein to the contrary, in the event of any merger or other acquisition transaction involving the Company pursuant to a merger or other acquisition agreement between the Company and any Person (or one or more of such Person's Affiliates or Associates) which agreement has been approved by the Board prior to any Person becoming an Acquiring Person, this Rights Agreement and the rights of holders of Rights hereunder shall be terminated in accordance with Section 6.

SECTION 12. *Fractional Rights and Fractional Shares.* (a) The Company is not required to issue fractions of Rights or to distribute Right Certificates which evidence fractional Rights. In lieu of any such fractional Rights, the Company shall pay to the registered holders of the Right Certificates with regard to which such fractional Rights would otherwise be issuable an amount in cash equal to the same fraction of the current market price of a whole Right. For purposes of this Section 12(a), the current market price of a whole Right shall be the closing price of a Right at the close of the regular session of trading for the Trading Day immediately prior to the date on which such fractional Right would otherwise have been issuable. The

closing price of a Right for any day shall be determined in the manner set forth in Section 9(b)(iii).

(b) The Company is not required to issue fractions of shares of Preferred Stock (other than fractions which are integral multiples of one one-hundredth of a share of Preferred Stock) upon exercise of the Rights or upon exchange of the Rights pursuant to Section 21, and the Company is not required to distribute certificates which evidence fractional shares of Preferred Stock (other than fractions which are integral multiples of one one-hundredth of a share of Preferred Stock). Fractions of shares of Preferred Stock that are integral multiples of one one-hundredth of a share of Preferred Stock may, at the election of the Company, be evidenced by depositary receipts, pursuant to an appropriate agreement between the Company and a depositary selected by it; *provided that* such agreement shall provide that the holder of such depositary receipt shall have all the rights, privileges and preferences to which they are entitled as beneficial owners of the shares of Preferred Stock represented by such receipt. In lieu of any such fractional shares of Preferred Stock that are not integral multiples of one one-hundredth of a share of Preferred Stock, the Company shall pay to the registered holders of Right Certificates at the time such Rights are exercised as herein provided or exchanged pursuant to Section 21(a) an amount in cash equal to the same fraction of the current market price of one one-hundredth of a share of Preferred Stock. For purposes of this Section 12(b), the current market price of one one-hundredth of a share of Preferred Stock shall be as determined pursuant to Section 9(b)(ii) for the Trading Day immediately prior to the date of such exercise or exchange.

(c) Following the occurrence of any Section 9(a)(ii) Event or Section 11 Event or upon any exchange pursuant to Section 21, the Company shall not be required to issue fractions of shares of Common Stock upon exercise of the Rights or to distribute certificates which evidence fractional shares of Common Stock. In lieu of fractional shares of Common Stock, the Company shall pay to the registered holders of Right Certificates at the time such Rights are exercised or exchanged as herein provided an amount in cash equal to the same fraction of the current market price of a share of Common Stock. For purposes of this Section 12(c), the current market price of a share of Common Stock shall be the closing price of a share of Common Stock (as determined pursuant to Section 9(b)) for the Trading Day immediately prior to the date of such exercise or exchange.

(d) Each holder of a Right, by his acceptance of the Right, expressly waives his right to receive any fractional Rights or any fractional shares upon exercise of a Right except as permitted by this Section 12.

(e) Whenever a payment for fractional Rights or fractional shares is to be made by the Rights Agent, the Company shall (i) promptly prepare and deliver to the Rights Agent a certificate setting forth in reasonable detail the facts related to such payments and the prices and/or formulas utilized in calculating such payments, and (ii) provide sufficient monies to the Rights Agent in the form of fully collected funds to make such payments. The Rights Agent shall be fully protected in relying upon such a certificate and shall have no duty with respect to, and shall not be deemed to have knowledge of, any payment for cash for fractional Rights or fractional shares under any Section of this Rights Agreement relating to the payment of cash for

fractional Rights or fractional shares unless and until the Rights Agent shall have received such a certificate and sufficient monies.

SECTION 13. *Rights of Action.* All rights of action in respect of this Rights Agreement, except the rights of action given to the Rights Agent under Section 16(b) are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of Common Stock); and any such holder, without the consent of any other such holder or the Rights Agent, may, in his own behalf and for his own benefit, enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, his right to exercise the Rights evidenced by such Right Certificate (or, prior to the Distribution Date, such Common Stock) in the manner provided in this Rights Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Rights Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of, any Person subject to this Rights Agreement.

SECTION 14. *Agreement of Right Holders.* Each holder of a Right, by his acceptance of the Right, consents and agrees with the Company and the Rights Agent and with every other holder of a Right that:

(a) prior to a Distribution Date, the Rights will be evidenced by and transferable only in connection with the transfer of Common Stock;

(b) after a Distribution Date, the Rights will be evidenced by Right Certificates and transferable only on the registry books of the Rights Agent pursuant to Section 5;

(c) subject to Sections 5 and 6, the Company and the Rights Agent may deem and treat the Person in whose name a Right Certificate (or, prior to the Distribution Date, the associated Common Stock) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificate or the associated Common Stock certificate or Book Entry made by anyone other than the Company or the Rights Agent) for all purposes whatsoever, and neither the Company nor the Rights Agent, subject to the last sentence of Section 6(e), shall be affected by any notice to the contrary; and

(d) notwithstanding anything in this Rights Agreement to the contrary, neither the Company nor the Rights Agent shall have any liability to any holder of a Right or other Person as a result of its inability to perform any of its obligations under this Rights Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority prohibiting or otherwise restraining performance of such obligation; *provided* that the Company must use its reasonable best efforts to have any such order, decree or ruling lifted or otherwise overturned as soon as possible.

SECTION 15. *Right Certificate Holder Not Deemed a Stockholder.* No holder, as such, of any Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the shares of capital stock which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right Certificate, as such, any of the rights of a stockholder of the Company (including any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, to give or withhold consent to any corporate action, to receive notice of meetings or other actions affecting stockholders (except as provided in Section 22), or to receive dividends or subscription rights, or otherwise) until the Right or Rights evidenced by such Right Certificate shall have been exercised or exchanged in accordance with the provisions hereof.

SECTION 16. *Appointment of Rights Agent.* (a) The Company hereby appoints the Rights Agent to act as agent for the Company and the holders of the Rights (who shall prior to the Distribution Date be the holders of Common Stock) in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Company may from time to time appoint such co-rights agents as it may deem necessary or desirable (the term "Rights Agent" being used herein to refer, collectively, to the Rights Agent together with any such co-Rights Agents). In the event the Company appoints one or more co-Rights Agents, the respective duties of the Rights Agent and any co-Rights Agents shall be as the Company shall determine. The Rights Agent shall have no duty to supervise, and in no event shall be liable for, the acts or omissions of any such co-Rights Agent.

(b) The Company shall pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and disbursements and other disbursements incurred in the execution or administration of this Rights Agreement and the exercise and performance of its duties hereunder. The Company also shall indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, or expense, incurred without gross negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Rights Agreement or the exercise or performance of its duties hereunder, including the costs and expenses of defending against any claim of liability.

SECTION 17. *Merger or Consolidation or Change of Name of Rights Agent.* (a) Any entity into or with which the Rights Agent or any successor Rights Agent may be merged, consolidated or combined, any entity resulting from any merger, consolidation or combination to which the Rights Agent or any successor Rights Agent shall be a party, or any entity succeeding to the corporate trust or stock transfer business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Rights Agreement without the execution or filing of any paper or any further act on the part of any party hereto; *provided* that such entity would be eligible for appointment as a successor Rights Agent under the provisions of Section 19. If at the time such successor Rights Agent succeeds to the agency created by this Rights Agreement any of the Right Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of a predecessor Rights Agent and deliver such Right Certificates so countersigned; and if at that time any of the Right Certificates

have not been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Rights Agreement.

(b) If at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and if at that time any of the Right Certificates have not been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or its changed name; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Rights Agreement.

SECTION 18. *Duties of the Rights Agent.* The Rights Agent undertakes the duties and obligations imposed by this Rights Agreement upon the following terms and conditions, by all of which the Company and the holders of Right Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the advice or opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion and the Rights Agents shall incur no liability for or in respect of any action taken, suffered or omitted by it in accordance with such advice or opinion.

(b) Whenever in the performance of its duties under this Rights Agreement the Rights Agent deems it necessary that any fact or matter (including the identity of any "Acquiring Person" and the determination of "current market price") be proved or established by the Company prior to taking, suffering or omitting to take any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the Chairman of the Board, the Chief Executive Officer, the President or any Vice President, the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer (each an "**Authorized Officer**") of the Company and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken, suffered or omitted in good faith by it under the provisions of this Rights Agreement in reliance upon such certificate.

(c) The Rights Agent shall be liable hereunder only for its own gross negligence, bad faith or willful misconduct.

(d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Rights Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only.

(e) The Rights Agent shall not be responsible (i) in respect of the validity of this Rights Agreement or the execution and delivery hereof (except the due execution hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof), (ii) for any breach by the Company of any covenant or condition contained in this Rights Agreement or in any Right Certificate, (iii) for any change in the exercisability of the Rights (including the Rights becoming null and void pursuant to Section 6(e)) or (iv) any adjustment in the terms of the Rights (including the manner, method or amount thereof) provided herein or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after actual notice of any such adjustment). The Rights Agent shall not by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Preferred Stock or other securities to be issued pursuant to this Rights Agreement or any Right Certificate or as to whether any shares of Preferred Stock or other securities will, when issued, be duly and validly authorized and issued, fully paid and nonassessable.

(f) The Company agrees that it will perform, execute, acknowledge and deliver, or cause to be performed, executed, acknowledged and delivered, all such acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Rights Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from an Authorized Officer and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken, suffered or omitted to be taken by it in good faith in accordance with instructions of any such officer.

(h) The Rights Agent and any stockholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not the Rights Agent under this Rights Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other Person.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company or to any holders of Rights resulting from any such act, default, neglect or misconduct absent gross negligence, bad faith or willful misconduct in the selection and continued employment thereof.

(j) No provision of this Rights Agreement shall require the Rights Agent to expend or risk its own funds or otherwise incur any financial liability in the performance

of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured to it.

(k) If, with respect to any Right Certificate surrendered to the Rights Agent for exercise or transfer, the certificate attached to the form of assignment or form of election to purchase, as the case may be, has either not been completed or indicates an affirmative response to clause 1 or 2 thereof, the Rights Agent shall not take any further action with respect to such requested exercise or transfer without first consulting with the Company.

(l) The Rights Agent shall be fully protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its acceptance and administration of this Rights Agreement or the exercise or performance of its duties hereunder in reliance upon any Right Certificate or certificate for Common Stock or for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, instruction, direction, consent, certificate, statement or other paper or document reasonably believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons or otherwise upon the advice of counsel set forth in this Section 18. The Rights Agent shall not be deemed to have knowledge of any event of which it was supposed to receive notice thereof hereunder, and the Rights Agent shall be fully protected and shall incur no liability for failing to take any action in connection therewith, unless and until it has received such notice.

SECTION 19. *Change of Rights Agent.* The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Rights Agreement upon at least 30 days' notice to the Company and to each transfer agent of the Common Stock and Preferred Stock by registered or certified mail, and, after the Distribution Date, to the holders of the Right Certificates. The Company may remove (with or without cause) the Rights Agent or any successor Rights Agent upon at least 30 days' notice to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Stock and Preferred Stock by registered or certified mail, and, after the Distribution Date, to the holders of the Right Certificates. If the Rights Agent resigns or is removed or otherwise becomes incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company fails to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit his Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be (a) an entity organized, in good standing and doing business under the laws of the United States or of any state of the United States, in good standing, which is, authorized under such laws to exercise stock transfer or stockholder services powers, corporate trust powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least $50,000,000 or (b) an Affiliate of an entity described in Section 19(a). After appointment, the successor Rights Agent

shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company shall file notice thereof with the predecessor Rights Agent and each transfer agent of the Common Stock and the Preferred Stock, and, if such appointment occurs after the Distribution Date, mail a notice thereof to the registered holders of the Right Certificates in accordance with Section 23. Failure to give or mail any notice provided for in this Section 19, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

SECTION 20. *Redemption.* (a) At any time prior to the occurrence of a Section 9(a)(ii) Event, the Board may, at its option, redeem all but not less than all of the then outstanding Rights at a redemption price of $0.01 per Right, as such amount may be appropriately adjusted pursuant to Section 9(a)(i) (such redemption price being hereinafter referred to as the "**Redemption Price**"). The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the Board in its sole discretion may establish. The Redemption Price shall be payable, at the option of the Company, in cash, shares of Common Stock (based on the current market value of the Common Stock at the time of redemption), or such other form of consideration as the Board shall determine.

(b) Immediately upon the action of the Board electing to redeem the Rights (or at such later time as the Board may establish for the effectiveness of such redemption) and without any further action and without any notice, the right to exercise the Rights will terminate and thereafter the only right of the holders of Rights shall be to receive the Redemption Price for each Right so held. The Company shall promptly thereafter give notice of such redemption to the Rights Agent and the holders of the Rights in accordance with Section 23 hereof; *provided* that the failure to give, or any defect in, such notice shall not affect the validity of such redemption. Any notice which is provided in the manner herein specified shall be deemed given, whether or not the holder receives the notice. Each such notice of redemption will state the method by which the payment of the Redemption Price will be made. Neither the Company or any of its Affiliates or Associates may redeem, acquire or purchase for value any Rights at any time in any manner other than as specifically set forth in this Section 20 or in Section 21 hereof and other than in connection with the purchase of Common Stock prior to the Distribution Date.

SECTION 21. *Exchange.* (a) At any time on or after the occurrence of a Section 9(a)(ii) Event, the Board may, at its option exchange all or any part of the then outstanding and exercisable Rights (which shall not include Rights that have become null and void pursuant to Section 6(e)) for shares of Common Stock at an exchange ratio of one share of Common Stock per Right, appropriately adjusted to reflect any adjustments in the number of Rights pursuant to Section 9(a)(i) (such exchange ratio being hereinafter referred to as the "**Exchange Ratio**"). The exchange of the Rights by the Board may be made effective at such time, on such basis and with such conditions as the Board in its sole discretion may establish. Notwithstanding the foregoing (i) the Board shall not be empowered to effect such exchange at any time after any Person (other than an Exempt Person) together with all Affiliates and Associates of such Person, becomes the

Beneficial Owner of 50% or more of the shares of Common Stock then outstanding and (ii) from and after the occurrence of a Section 11 Event, any Rights that theretofore have not been exchanged pursuant to this Section 21(a) shall thereafter be exercisable only in accordance with Section 11 and may not be exchanged pursuant to this Section 21(a). If the Board elects to exchange any Rights pursuant to this Section 21(a) prior to the issuance of Right Certificates, the Company may conduct the exchange without issuing Right Certificates and, for purposes of this Rights Agreement, the holders of the Rights shall be deemed to have simultaneously received and surrendered for exchange, Right Certificates on the date of such exchange.

(b) Any action of the Board ordering the exchange of any Rights pursuant to Section 21(a) shall be irrevocable, and immediately upon the taking of such action and without any further action and without any notice, the right to exercise such Rights will terminate and thereafter (subject only to the proviso in clause (ii) in the penultimate sentence of Section 21(a)) the only right of a holder of such Rights shall be to receive that number of shares of Common Stock equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. The Company shall promptly thereafter give public notice of such exchange and the Company shall promptly mail a notice of any such exchange to all of the holders of such Rights in accordance with Section 23; *provided* that the failure to give, or any defect in, any such notice shall not affect the validity of such exchange. Any notice which is provided in the manner herein specified shall be deemed given, whether or not the holder receives the notice. Each such notice of exchange will state the method by which the exchange of Rights for shares of Common Stock will be effected and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial exchange shall be effected pro rata based on the number of Rights (other than Rights which have become null and void pursuant to Section 6(e)) held by each holder of Rights.

(c) In any exchange pursuant to this Section 21, the Company, at its option, may substitute Preferred Stock for Common Stock exchangeable for Rights, at the initial rate of one one-hundredth of a share of Preferred Stock for each share of Common Stock, as appropriately adjusted to reflect adjustments in the voting rights of the Preferred Stock pursuant to the terms thereof, so that the fraction of a share of Preferred Stock delivered in lieu of each share of Common Stock shall have the same current market price and voting rights as one share of Common Stock.

(d) In the event that there shall not be sufficient shares of Common Stock or Preferred Stock issued but not outstanding or authorized but unissued to permit any exchange of Rights, as contemplated in accordance with this Section 21, the Company shall either at the election of the Board (i) take all such action as may be necessary to authorize additional shares of Common Stock or Preferred Stock for issuance upon exchange of the Rights (provided that if such approval is not obtained the Company will take the action specified in clause (ii) of this sentence), or (ii) take such action as shall be necessary to ensure and provide, as and when and to the maximum extent permitted by applicable law and without exposing directors to personal liability in connection therewith (as determined by the Board) and any agreements or instruments in effect on the Stock Acquisition Date (and remaining in effect) to which it is a party, that each Right shall thereafter constitute the right to receive debt or equity securities or other assets (or a combination thereof) having a fair value equal to the product of the current market price of a

share of Common Stock (as determined pursuant to Section 9(b) on the date of the Section 9(a)(ii) Event multiplied by the Exchange Ratio in effect on the date of the Section 9(a)(ii) Event, where the fair value of such debt or equity securities or other assets (or a combination thereof) shall be as determined by the Board.

(e) Upon or prior to effecting an exchange pursuant to this Section 21, or as promptly as reasonably practicable thereafter, the Board may direct the Company to enter into a trust agreement in such form and with such terms as the Board shall then approve (the "**Trust Agreement**"). If the Board so directs, the Company shall enter into the Trust Agreement and shall issue to the trust created by such agreement (the "**Trust**") all or part (as determined by the Board) of the fractional shares of Preferred Stock, or shares of Common Stock or other securities, if any, issuable pursuant to the exchange provided in this Section 21, and all Persons entitled to receive shares or other securities pursuant to the exchange shall be entitled to receive such shares or other securities (and any dividends or distributions made thereon after the date on which such shares or other securities are deposited in the Trust) only from the Trust and solely upon compliance with the relevant terms and provisions of the Trust Agreement. Prior to effecting an exchange and registering shares of Common Stock (or other such securities) in any Person's name, including any nominee or transferee of a Person, the Company may require (or cause the trustee of the Trust to require), as a condition thereof, that any holder of Rights provide evidence, including, without limitation, the identity of the Beneficial Owners and their Affiliates and Associates (or former Beneficial Owners and their Affiliates and Associates) as the Company or the Rights Agent shall reasonably request in order to determine if such Rights are null and void. If any Person shall fail to comply with such request, the Company shall be entitled conclusively to deem the Rights formerly held by such Person to be null and void pursuant to Section 6(e) and not transferable or exercisable or exchangeable in connection herewith. Any shares of Common Stock or other securities issued at the direction of the Board in connection herewith shall be validly issued, fully paid and nonassessable shares of Common Stock or other securities (as the case may be), and the Company shall be deemed to have received as consideration for such issuance a benefit having a value that is at least equal to the aggregate par value of the shares so issued.

SECTION 22. *Notice of Proposed Actions.* (a) If the Company proposes, at any time after the earlier of the Distribution Date or the Stock Acquisition Date, (i) to pay any dividend payable in stock of any class or to make any other distribution (other than a regular quarterly cash dividend out of earnings or retained earnings of the Company) to the holders of Preferred Stock, (ii) to offer to the holders of its Preferred Stock rights or warrants to subscribe for or to purchase any additional shares of Preferred Stock or shares of stock of any class or any other securities, rights or options, (iii) to effect any reclassification of its Preferred Stock (other than a reclassification involving only the subdivision or combination of outstanding shares of Preferred Stock), (iv) to effect any share exchange, consolidation, merger or combination with any other Person, or to effect (or permit any of its subsidiaries to effect) any sale or other transfer, in one transaction or a series of related transactions, of assets or earning power aggregating more than 50% of the assets or earning power of the Company and its Subsidiaries, taken as a whole, or (v) to effect the liquidation, dissolution or winding-up of the Company, then, in each such case, the Company shall give to the Rights Agent and each holder of a Right Certificate, to the extent

feasible, a notice of such proposed action specifying the record date for the purposes of any such dividend, distribution or offering of rights or warrants, or the date on which any such share exchange, reclassification, consolidation, merger, combination, sale, transfer, liquidation, dissolution or winding-up is to take place and the date of participation therein by the holders of Preferred Stock and/or Common Stock, if any such date is to be fixed and such notice shall be so given in the case of any action covered by Section 22(a)(i) or Section 22(a)(ii) above at least 10 days prior to the record date for determining holders of the Preferred Stock and/or Common Stock entitled to participate in such dividend, distribution or offering, and in the case of any such other action, at least 10 days prior to the date of the taking of such proposed action or the date of participation therein by the holders of Preferred Stock and/or Common Stock, whichever shall be earlier. The failure to give a notice required by this Section or any defect therein shall not affect the legality or validity of the action taken by the Company or the vote upon any such action.

(b) If a Section 9(a)(ii) Event or Section 11 Event occurs, then, in any such case, (i) the Company shall as soon as practicable thereafter give to each holder of a Right (or if occurring prior to the Distribution Date, the holders of the Common Stock), in accordance with Section 23, a notice of the occurrence of such event, which shall specify the event and the consequences of the event to holders of Rights under Sections 9(a)(ii) or 11, as the case may be, and (ii) all references in Section 22(a) to Preferred Stock shall be deemed thereafter to refer to Common Stock and/or other capital stock, as the case may be.

SECTION 23. *Notices.* Except as set forth below, all notices, requests, demands and other communications to any party hereunder and to the holder of any Right shall be in writing unless otherwise expressly specified herein. Notices or demands authorized by this Rights Agreement to be given or made to or on the Company or (subject to Section 19) the Rights Agent shall be sufficiently given or made if sent by registered or certified mail (postage prepaid) to the addresses set forth below (or such other address as such party specifies in writing to the other party):

if to the Company, to:

[COMPANY]
[Address]
[Address]
Attention: [●]
Facsimile Number: [●]

if to the Rights Agent, to:

[AGENT]
[Address]
[Address]
Attention: [●]
Facsimile Number: [●]

Except as otherwise expressly set forth in this Rights Agreement, notices or demands authorized by this Rights Agreement to be given or made by the Company or the Rights Agent to the holder of any Right is sufficiently given or made if sent by first-class mail (postage prepaid) to each record holder of such Right at the address of such holder shown on the records of the Company or the transfer agent or registrar for the Common Stock. Notwithstanding anything in this Rights Agreement to the contrary except as set forth in Section 3(a) with respect to the obligation by the Company to send a summary of the Rights to each holder of Common Stock, prior to the Distribution Date a public filing by the Company with the Securities and Exchange Commission shall constitute sufficient notice to the holders of securities of the Company, including the Rights, for purposes of this Rights Agreement and no other notice need be given to such holders.

SECTION 24. *Supplements and Amendments.* At any time prior to the occurrence of a Section 9(a)(ii) Event, the Company may in its sole and absolution discretion, and the Rights Agent shall if the Company so directs, supplement or amend any provision of this Rights Agreement in any respect without the approval of the holders of the Rights or Right Certificates. At any time after the occurrence of a Section 9(a)(ii) Event, the Company may, and the Rights Agent shall if the Company so directs, supplement or amend this Rights Agreement without the approval of any holders of Rights in order to (i) cure any ambiguity, (ii) to correct or supplement any provision contained herein which may be defective or inconsistent with any other provision herein or (iii) to amend or supplement the provisions hereunder in any manner the Company may deem necessary or desirable and which shall not adversely affect the interests of the holders of Rights as such (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person). Upon the delivery of a certificate from an Authorized Officer of the Company stating that the proposed supplement or amendment is in compliance with the terms of this Rights Agreement, the Rights Agent shall execute such supplement or amendment. Notwithstanding anything to the contrary contained in this Rights Agreement, the Rights Agent may, but shall not be obligated to, enter into any supplement or amendment that affects the Rights Agent's own rights, duties, obligations or immunities under this Rights Agreement.

SECTION 25. *Successors.* All the covenants and provisions of this Rights Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

SECTION 26. *Determinations and Actions by the Board, etc.* The Board shall have the exclusive power and authority to administer this Rights Agreement and to exercise all rights and powers specifically granted to the Board or to the Company, or as may be necessary or advisable in the administration of this Rights Agreement, including, without limitation, the right and power to (i) interpret the provisions of this Rights Agreement and (ii) make all determinations deemed necessary or advisable for the administration of this Rights Agreement (including without limitation, a determination to redeem or exchange or not to redeem or exchange the Rights or to amend the Rights Agreement). All such actions, calculations, interpretations and determinations (including all omissions with respect to the foregoing) which are done or made by the Board shall be final, conclusive and binding on the Company, the Rights Agent, the holders of the Rights and all other parties. The Rights Agent shall be entitled to assume that the Board acted in good faith and shall be fully protected and incur no liability in reliance thereon.

SECTION 27. *Benefits of This Rights Agreement.* Nothing in this Rights Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to a Distribution Date, the Common Stock) any legal or equitable right, remedy or claim under this Rights Agreement. This Rights Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to a Distribution Date, the Common Stock).

SECTION 28. *Severability.* If any term, provision, covenant or restriction of this Rights Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Rights Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 29. *Governing Law.* This Rights Agreement, each Right and each Right Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

SECTION 30. *Counterparts; Effectiveness.* This Rights Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. This Rights Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Rights Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

SECTION 31. *Force Majeure.* Notwithstanding anything to the contrary contained herein, the Rights Agent shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties, information storage or retrieval systems, labor difficulties, war or civil unrest.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Rights Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

[COMPANY]

By: _____
Name:
Title:

[AGENT]

By: _____
Name:
Title:

EXHIBIT A

FORM OF
CERTIFICATE OF DESIGNATIONS
OF
SERIES A PARTICIPATING CUMULATIVE PREFERRED STOCK
OF
[COMPANY]

[COMPANY], a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware thereof, does hereby certify:

The board of directors of the Corporation (the "**Board of Directors**") or a duly authorized committee of the Board of Directors, in accordance with the certificate of incorporation and bylaws of the Corporation and applicable law, adopted the following resolution on [●] creating a series of preferred stock of the Corporation from its blank check preferred stock authority designated as "**Series A Participating Cumulative Preferred Stock**".

RESOLVED, that pursuant to the provisions of the certificate of incorporation and the bylaws of the Corporation and applicable law, a series of preferred stock, created from its blank check preferred stock authority, par value $[0.01] per share, of the Corporation be and hereby is created, and that the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof, of the shares of such series, are as follows:

Section 1. *Designation and Number of Shares*. The shares of such series shall be designated as "Series A Participating Cumulative Preferred Stock" (the "**Series A Preferred Stock**"), and the number of shares constituting such series shall be [●]. Such number of shares of the Series A Preferred Stock may be increased or decreased by resolution of the Board of Directors; *provided* that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than the number of shares then outstanding plus the number of shares issuable upon exercise or conversion of outstanding rights, options or other securities issued by the Corporation.

Section 2. *Dividends and Distributions*. (a) Subject to the rights of the holders of any shares of any class or series of stock of the Corporation ranking prior and superior to the shares of Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of common stock, par value $[0.01] per share, of the Corporation (the "**Common Stock**") and any other shares of any class or series of stock of the Corporation ranking junior to the Series A Preferred Stock in respect thereof, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable on March 31, June 30, September 30 and December 31 of each year (each such date being referred to herein as a "**Quarterly Dividend Payment Date**"), commencing on the first Quarterly Dividend Payment Date after the first issuance of any share or

fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (i) $1.00 and (ii) the Multiplier Number (as hereinafter defined) then in effect times the aggregate per share amount of all cash dividends or other distributions and the then Multiplier Number then in effect times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions (other than (A) a dividend payable in shares of Common Stock, or (B) a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise)), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. As used herein, the "**Multiplier Number**" shall be 100; *provided* that if, at any time after [●] (the "**Rights Declaration Date**"), the Company shall (i) declare or pay any dividend on the Common Stock payable in shares of Common Stock or make any distribution on the Common Stock in shares of Common Stock, (ii) subdivide (by a stock split or otherwise) the outstanding shares of Common Stock into a larger number of shares of Common Stock or (iii) combine (by a reverse stock split or otherwise) the outstanding shares of Common Stock into a smaller number of shares of Common Stock, then in each such event the Multiplier Number shall be adjusted to a number determined by multiplying the Multiplier Number in effect immediately prior to such event by a fraction, the numerator of which is the number of shares of Common Stock that are outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that are outstanding immediately prior to such event (and rounding the result to the nearest whole number); and *provided further* that, if at any time after the Rights Declaration Date, the Company shall issue any shares of its capital stock in a merger, reclassification, or change of the outstanding shares of Common Stock, then in each such event the Multiplier Number shall be appropriately adjusted to reflect such merger, reclassification or change so that each share of Preferred Stock continues to be the economic equivalent of a Multiplier Number of shares of Common Stock prior to such merger, reclassification or change.

(b) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in Section 2(a) at the same time it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); *provided* that if no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date (or, with respect to the first Quarterly Dividend Payment Date, the period between the first issuance of any share or fraction of a share of Series A Preferred Stock and such first Quarterly Dividend Payment Date), a dividend of $1.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(c) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issuance of such shares of Series A Preferred Stock, unless the date of issuance of such shares is on or before the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue and be cumulative from the date of issue of such shares, or unless the date of issue is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and on or before such Quarterly Dividend Payment Date, in which case dividends shall begin to accrue and be

cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated *pro rata* on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall not be more than 60 days prior to the date fixed for the payment thereof.

(d) So long as any shares of Series A Preferred Stock are outstanding, no dividends or other distributions shall be declared, paid or distributed, or set aside for payment or distribution on the Common Stock unless, in each case, the dividend required by this Section 2 to be declared on the Series A Preferred Stock shall have been declared and set aside.

(e) The holders of shares of Series A Preferred Stock shall not be entitled to receive any dividends or other distributions except as herein provided.

Section 3. *Voting Rights*. In addition to any other voting rights required by law, the holders of shares of Series A Preferred Stock shall have the following voting rights:

(a) Each share of Series A Preferred Stock shall entitle the holder thereof to a number of votes equal to the Multiplier Number then in effect on all matters submitted to a vote of stockholders of the Corporation.

(b) Except as otherwise provided herein or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock shall vote together as a single class on all matters submitted to a vote of stockholders of the Corporation.

(c) (i) If at any time dividends on any Series A Preferred Stock shall be in arrears in an amount equal to six quarterly dividends thereon, the number of directors constituting the Board shall be increased by two. The occurrence of such contingency shall mark the beginning of a period (herein called a "**default period**") which shall extend until such time when all accrued and unpaid dividends for all previous quarterly dividend periods and for the current quarterly dividend period on all shares of Series A Preferred Stock then outstanding shall have been declared and paid or set apart for payment. During each default period, all holders of Series A Preferred Stock and any other series of Preferred Stock then entitled as a class to elect directors, voting together as a single class, irrespective of series, shall have the right to elect two Directors.

(ii) During any default period, such voting right of the holders of Series A Preferred Stock may be exercised initially at a special meeting called pursuant to Section 3(c)(iii) hereof or at any annual meeting of stockholders, and thereafter at annual meetings of stockholders. The absence of a quorum of holders of Common Stock shall not affect the exercise by holders of Preferred Stock of such voting right. At any meeting at which holders of Preferred Stock shall initially exercise such voting right, they shall have the right, voting as a class, to elect Directors to fill such vacancies, if any, in the

Board of Directors as may then exist up to two Directors or, if such right is exercised at an annual meeting, to elect two Directors.

(iii) Unless the holders of Preferred Stock shall have previously exercised their right to elect Directors during an existing default period, the Board of Directors may order, or any stockholder or stockholders owning in the aggregate not less than 10% of the total number of shares of Preferred Stock outstanding, irrespective of series, may request, the calling of a special meeting of holders of Preferred Stock, which meeting shall thereupon be called by the Chief Executive Officer, a Vice President or the Secretary of the Corporation. Notice of such meeting and of any annual meeting at which holders of Preferred Stock are entitled to vote pursuant to this Section 3(c)(iii) shall be given to each holder of record of Preferred Stock by mailing such notice to him at the address of such holder shown on the registry books of the Corporation or transfer agent or registrar for the Preferred Stock. Such meeting shall be called for a time not earlier than 20 days and not later than 60 days after such order or request or in default of the calling of such meeting within 60 days after such order or request, such meeting may be called on similar notice by any stockholder or stockholders owning in the aggregate not less than 10% of the total number of shares of Preferred Stock outstanding, irrespective of series. Notwithstanding the provisions of this Section 3(c)(iii), no such special meeting shall be called during the period within 60 days immediately preceding the date fixed for the next annual meeting of stockholders.

(iv) In any default period, the holders of Common Stock, Series A Preferred Stock and other classes of stock of the Corporation if applicable, shall continue to be entitled to elect the whole number of Directors until the holders of Preferred Stock shall have exercised their right to elect two Directors voting as a class, after the exercise of which right (x) the Directors so elected by the holders of Preferred Stock shall continue in office until the next annual meeting of stockholders for the election of directors or until their successors shall have been elected by such holders or until the expiration of the default period, and (y) any vacancy in the Board of Directors may (except as provided in Section 3(c)(ii) hereof) be filled by vote of a majority of the remaining Directors theretofore elected by the holders of the class of stock which elected the Director whose office shall have become vacant. References in this Section 3(c) to Directors elected by the holders of a particular class of stock shall include Directors elected by such Directors to fill vacancies as provided in clause (y) of the foregoing sentence. Until the default in payments of all dividends which permitted the election of said directors shall cease to exist, any director who shall have been so elected pursuant to the provisions of this Section 3(c) may be removed at any time, without cause, only by the affirmative vote of the holders of the shares of Series A Preferred Stock at the time entitled to cast a majority of the votes entitled to be cast for the election of any such director at a special meeting of such holders called for that purpose.

(v) Immediately upon the expiration of a default period, (x) the right of the holders of Preferred Stock as a class to elect Directors shall cease (subject to revesting in the event of each subsequent default period), (y) the term of any Directors elected by the

holders of Preferred Stock as a class shall terminate, and (z) the number of Directors constituting the Board shall be reduced by two.

(d) Except as otherwise expressly provided herein and by applicable law, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. *Certain Restrictions*. (a) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on outstanding shares of Series A Preferred Stock shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, or make any other distributions on, any shares of Common Stock or other stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock;

(ii) declare or pay dividends on, or make any other distributions on, any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such other parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem, purchase or otherwise acquire for value any shares of Common Stock or other stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock; *provided* that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of stock of the Corporation ranking junior (as to dividends and upon dissolution, liquidation or winding-up) to the Series A Preferred Stock; or

(iv) redeem, purchase or otherwise acquire for value any shares of Series A Preferred Stock, or any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board) to all holders of Series A Preferred Stock and all such other parity stock upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine will result in fair and equitable treatment among the respective series or classes.

(b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for value any shares of stock of the Corporation unless the Corporation could, under paragraph 4(a), purchase or otherwise acquire such shares at such time and in such manner.

Section 5. *Reacquired Shares*. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock without designation as to series and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors subject to the conditions and any restrictions on issuance set forth herein or in the certificate of incorporation of the Corporation or as otherwise required by Delaware law.

Section 6. *Liquidation, Dissolution or Winding-up*. Upon any liquidation, dissolution or winding-up of the Corporation, no distribution shall be made (a) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock unless, prior thereto, the holders of shares of Series A Preferred Stock shall have received an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment plus an amount equal to the greater of (i) $[100] per share or (ii) an aggregate amount per share equal to the Multiplier Number then in effect times the aggregate amount to be distributed per share to holders of Common Stock, or (b) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all such other parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding-up. In the event, however, that there are not sufficient assets available to permit such payment in full to the holders of the Series A Preferred Stock and to the holders of all other classes and series of stock of the Corporation, if any, that rank on a parity with the Series A Preferred Stock in respect thereof, then the assets available for such distribution shall be distributed ratably to the holders of the Series A Preferred Stock and the holders of such parity shares in proportion to their respective liquidation preferences.

Section 7. *Consolidation, Merger, etc*. If the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash or any other property, then in any such case the shares of Series A Preferred Stock shall at the same time be similarly exchanged for or changed into an amount per share equal to (x) the Multiplier Number then in effect *times* (y) the aggregate amount of stock, securities, cash or any other property, as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event that both this Section 7 and Section 2 appear to apply to a transaction, this Section 7 will control.

Section 8. *No Redemption*. The Series A Preferred Stock shall not be subject to redemption by the Corporation or at the option of any holder of Series A Preferred Stock; *provided however* that subject to Section 4(a)(iv), the Corporation may purchase or otherwise acquire outstanding shares of Series A Preferred Stock in the open market or by offer to any holder or holders of Series A Preferred Stock. The shares of Series A Preferred Stock shall not be subject to, or entitled to the operation of a retirement or sinking fund.

Section 9. *Rank*. The Series A Preferred Stock shall rank as to the payment of dividends and the distribution of assets upon liquidation, dissolution and winding-up junior to all other series of the Preferred Stock of the Corporation unless the Board of Directors shall specifically determine otherwise in fixing the powers, preferences and relative, participating, option and other special rights of the shares of such other series and the qualifications, limitations and restrictions thereof.

Section 10. *Fractional Shares*. Series A Preferred Stock may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Preferred Stock.

Section 11. *Amendment*. At any time when any shares of Series A Preferred Stock are outstanding, the certificate of incorporation of the Corporation shall not be amended in any manner (whether by merger, consolidation or otherwise) which would alter or change the powers preferences and relative, participating, optional and other special rights of the Series A Preferred Stock so as to effect holders of the Series A Preferred Stock adversely, without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting separately as a class.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this __ day of _____, 20__

[COMPANY]

By: _____
Name:
Title:

EXHIBIT B

UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, RIGHTS ISSUED TO OR BENEFICIALLY OWNED BY, ANY PERSON WHO IS, WAS OR BECOMES AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE THEREOF (AS SUCH CAPITALIZED TERMS ARE DEFINED IN THE RIGHTS AGREEMENT), WHETHER CURRENTLY HELD BY OR ON BEHALF OF SUCH PERSON OR BY ANY SUBSEQUENT HOLDER, SHALL BE NULL AND VOID AND WILL NO LONGER BE TRANSFERABLE.

SUMMARY OF TERMS OF RIGHTS AGREEMENT

Introduction

On [●], the Board of Directors of [COMPANY] (the "**Company**") declared a dividend of one preferred stock purchase right (a "**Right**") for each outstanding share of common stock, par value $[0.01] per share (the "**Common Stock**"), of the Company. The dividend is payable on [●] (the "**Record Date**") to holders of record as of the close of business on that date. The description and terms of the Rights are set forth in a Rights Agreement (the "**Rights Agreement**") between the Company and [AGENT], as Rights Agent (the "**Rights Agent**").

The Board of Directors has adopted the Rights Agreement to protect stockholders from coercive or otherwise unfair takeover tactics. In general terms, it works by imposing a significant penalty upon any person or group that acquires [20]% or more of the outstanding common stock of the Company without the approval of the Board of Directors, subject to the exceptions described below under the definition of "Acquiring Person." The Rights Agreement should not interfere with any merger or other business combination approved by the Board of Directors.

The Rights

The Board of Directors authorized the issuance of a Right with respect to each outstanding share of Common Stock on the Record Date. The Rights will initially trade with, and will be inseparable from, the Common Stock, and the registered holders of the Common Stock will be deemed to be the registered holders of the Rights. Issuances of new shares of Common Stock after the Record Date but before the Distribution Date, as defined under the subheading "Exercisability" below, will be accompanied by new Rights.

Prior to the Distribution Date, the Rights will be evidenced by the certificates for (or by the book entry account that evidences record ownership of) the Common Stock. After the Distribution Date, the Rights Agent will mail separate certificates ("**Rights Certificates**") evidencing the Rights to each record holder of the Common Stock as of the close of business on the Distribution Date, and thereafter the Rights will be transferable separately from the Common Stock.

Exercisability

The Rights will not be exercisable until after the Distribution Date. After the Distribution Date, each Right will be exercisable to purchase, for $[●] (the "**Purchase Price**"), one one-hundredth of a share of Series A Participating Cumulative Preferred Stock, par value $[0.01] per share (the "**Preferred Stock**"). This portion of a Preferred Share will give the stockholder approximately the same dividend, voting or liquidation rights as would one share of Common Stock. Prior to exercise, Rights holders in their capacity as such have no rights as a stockholder of the Company, including the right to vote and to receive dividends.

The "**Distribution Date**" generally means the earlier of:

- the close of business on the 10th business day after the date of the first public announcement that a person or any of its affiliates and associates has become an "Acquiring Person," as defined below, and
- the close of business on the 10th business day (or such later day as may be designated by the Board of Directors before any person has become an Acquiring Person) after the date of the commencement of a tender or exchange offer by any person which would, if consummated, result in such person becoming an Acquiring Person.

An "**Acquiring Person**" generally means any person who or which, together with all affiliates and associates of such person obtains beneficial ownership of [20]% or more of shares of Common Stock, with certain exceptions, including certain stockholders who, together with their respective related funds, will not be considered an "Acquiring Person" so long as such stockholder does not acquire beneficial ownership of [35]% or more of shares of Common Stock.

Certain securities that are the subject of, the reference securities for, or that otherwise underlie derivative instruments will be treated as "beneficial ownership" of the number of shares of the Common Stock to which such derivative relates (whether or not such interests are considered to be ownership of the underlying Common Stock or are reportable for purposes of Regulation 13D of the Securities Exchange Act).

Preferred Stock

The value of one one-hundredth interest in a Preferred Stock should approximate the value of one share of Common Stock, subject to adjustment. Each one one-hundredth of a Preferred Stock, if issued:

- will not be redeemable,
- will entitle holders to quarterly dividend payments of $[0.01] per share, or an amount equal to the dividend paid on one share of Common Stock, whichever is greater,
- will entitle holders upon liquidation either to receive $[1.00] per share or an amount equal to the payment made on one share of Common Stock, whichever is greater,
- will have the same voting power as one share of Common Stock,

- if shares of the Common Stock are exchanged via merger, consolidation, or a similar transaction, will entitle holders to a per share payment equal to the payment made on one share of Common Stock.

Consequences of a Person or Group Becoming an Acquiring Person

Flip in. Subject to the Company's exchange rights, described below, at any time after any person has become an Acquiring Person, each holder of a Right (other than an Acquiring Person, its affiliates and associates) will be entitled to purchase for each Right held, at the Purchase Price, a number of shares of Common Stock having a market value of twice the Purchase Price.

Exchange. At any time on or after any person has become an Acquiring Person (but before any person becomes the beneficial owner of 50% or more of the outstanding shares of Common Stock or the occurrence of any of the events described in the next paragraph), the Board of Directors may exchange all or part of the Rights (other than Rights beneficially owned by an Acquiring Person, its affiliates and associates) for shares of Common Stock at an exchange ratio of one share of Common Stock per Right.

Flip over. If, after any person has become an Acquiring Person, (1) the Company is involved in a merger or other business combination in which the Company is not the surviving corporation or its Common Stock is exchanged for other securities or assets or (2) the Company and/or one or more of its subsidiaries sell or otherwise transfer assets or earning power aggregating more than 50% of the assets or earning power of the Company and its subsidiaries, taken as a whole, then each Right (other than Rights beneficially owned by an Acquiring Person, its affiliates and associates) will entitle the holder to purchase for each Right held, for the Purchase Price, a number of shares of common stock of the other party to such business combination or sale (or in certain circumstances, an affiliate) having a market value of twice the Purchase Price.

Expiration

The Rights will expire on [●], unless earlier exercised, exchanged, amended or redeemed.

Redemption

The Board of Directors may redeem all of the Rights at a price of $[0.01] per Right at any time before any person has become an Acquiring Person. If the Board of Directors redeems any Rights, it must redeem all of the Rights. Once the Rights are redeemed, the only right of the holders of Rights will be to receive the redemption price per Right. The redemption price will be subject to adjustment.

Amendment

At any time before any person has become an Acquiring Person, the Rights Agreement may be amended in any respect. After such time, the Rights Agreement may be amended (i) to cure any ambiguity, (ii) to correct any defective or inconsistent provision or (iii) in any respect that does not adversely affect Rights holders (other than any Acquiring Person, its affiliates and associates).

Anti-dilution

The Rights Agreement includes anti-dilution provisions designed to prevent efforts to diminish the effectiveness of the Rights.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an Exhibit to a Registration Statement on Form 8-A. A copy of the Rights Agreement is available free of charge from the Company. The foregoing description of the Rights Agreement is qualified in its entirety by reference to the full text of the Rights Agreement, as amended from time to time, the complete terms of which are incorporated herein by reference.

EXHIBIT C

[FORM OF RIGHT CERTIFICATE]

No. R - [Number of] Rights

NOT EXERCISABLE AFTER _____, 20__ OR EARLIER IF THE RIGHTS EVIDENCED HEREBY ARE REDEEMED OR EXCHANGED BY THE COMPANY AS SET FORTH IN THE RIGHTS AGREEMENT. THE RIGHTS ARE SUBJECT TO REDEMPTION AT $0.01 PER RIGHT AND TO EXCHANGE ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, RIGHTS ISSUED TO OR BENEFICIALLY OWNED BY, ANY PERSON WHO IS, WAS OR BECOMES AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE THEREOF (AS SUCH CAPITALIZED TERMS ARE DEFINED IN THE RIGHTS AGREEMENT), WHETHER CURRENTLY HELD BY OR ON BEHALF OF SUCH PERSON OR BY ANY SUBSEQUENT HOLDER, SHALL BE NULL AND VOID OR WILL NO LONGER BE TRANSFERABLE.

RIGHT CERTIFICATE

[COMPANY]

This Right Certificate certifies that _____, or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the holder (upon the terms and subject to the conditions set forth in the Rights Agreement dated as of [●] (the "**Rights Agreement**") between [COMPANY], a Delaware corporation (the "**Company**"), and [AGENT] (the "**Rights Agent**")) to purchase from the Company, at any time after the Distribution Date and prior to the Expiration Date, one one-hundredth of a fully paid, nonassessable share of Series A Participating Cumulative Preferred Stock (the "**Preferred Stock**") of the Company at a purchase price of $[●] (the "**Purchase Price**"), payable in lawful money of the United States of America, upon surrender of this Right Certificate, with the form of election to purchase properly completed and duly executed.

Terms used herein and not otherwise defined herein shall have the meanings given to them in the Rights Agreement.

The number of Rights evidenced by this Right Certificate (and the number and kind of shares issuable upon exercise of each Right) and the Purchase Price set forth above are as of [●], and may have been or in the future be adjusted or modified as a result of the occurrence of certain events, as more fully provided in the Rights Agreement.

At any time, if the Rights evidenced by this Right Certificate are beneficially owned by (a) an Acquiring Person or an Associate or Affiliate of such Acquiring Person, (b) a Post-Transferee, (c) a Pre-Transferee or (d) a transferee of a Post-Transferee or Pre-Transferee, such

Rights shall become null and void and non-transferable without any further action, and no holder hereof shall have any rights whatsoever with respect to such Rights.

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Right Certificates. Copies of the Rights Agreement are on file with the Rights Agent and are also available from the Company upon written request.

Any Right Certificate or Right Certificates may, upon the terms and subject to the conditions set forth below in the Rights Agreement, be transferred or exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of one one-hundredths of a share of Preferred Stock as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised. Any registered holder desiring to transfer or exchange any Right Certificate or Right Certificates shall surrender such Right Certificate or Right Certificates (with, in the case of a transfer, the form of assignment and certificate on the reverse side thereof duly executed) to the Rights Agent at the principal office or offices of the Rights Agent designated for such purpose.

Subject to the provisions of the Rights Agreement, the Board of Directors of the Company may, at its option,

(a) at any time prior to the earlier of (i) occurrence of a Section 9(a)(ii) Event and (ii) the Final Expiration Date, redeem all but not less than all of the then outstanding Rights at a redemption price of $0.01 per Right as may be adjusted pursuant to the Rights Agreement; or

(b) at any time after the occurrence of a Section 9(a)(ii) Event exchange all or part of the then outstanding Rights (which shall not include Rights that have become null and void pursuant to Section 6(e)) for shares of Common Stock or fractional shares of Preferred Stock at an exchange ratio of one one-hundredth of a share of Preferred Stock per Right, as may be appropriately adjusted pursuant to the Rights Agreement. Immediately upon the action of the Board of Directors of the Company authorizing any such exchange, and without any further action or any notice, the Rights (other than Rights which are not subject to such exchange) will terminate and the Rights will only enable holders to receive the shares issuable upon such exchange.

The Company shall not be required to issue or authorize fractions of shares of Preferred Stock (other than fractions which are integral multiples of one one-hundredth of a share of Preferred Stock) upon the exercise of the Rights, but, in lieu thereof, a cash payment will be made, as provided in the Rights Agreement.

No holder of this Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the shares of capital stock which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Company (including any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give to or withhold consent from any corporate action, to receive notice of meetings or other actions affecting stockholders (except as provided in the Rights Agreement), to receive dividends or subscription rights, or otherwise) until the Right or Rights evidenced by this Right Certificate shall have been exercised as provided in the Rights Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal by its authorized officers.

Dated as of [●]

[COMPANY]

By: _____
Name:
Title:

[SEAL]

Attest:

_____
Name:
Title: [Secretary]

Countersigned:

[AGENT],
as Rights Agent

By: _____
Name:
Title:

Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder
desires to transfer the Rights evidenced by this Right Certificate.)

FOR VALUE RECEIVED _____

hereby sells, assigns and transfers unto _____

_____
(Please print name and address of transferee)

_____

the Rights evidenced by this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ Attorney, to transfer the Rights evidenced by this Right Certificate on the books of the within-named Company, with full power of substitution.

Dated: _____, 20__

_____
Signature

Signature Guaranteed:

Signatures must be guaranteed by participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

CERTIFICATE

The undersigned hereby certifies that the Rights evidenced by this Rights Certificate (1) are not Beneficially Owned by an Acquiring Person or any Affiliate or Associate of an Acquiring Person and (2) after due inquiry and to the best knowledge of the undersigned, were not acquired from any Person who is, was or became an Acquiring Person or any Affiliate or Associate of an Acquiring Person (as such capitalized terms are defined in the Rights Agreement).

Dated: _____, 20 __

_____
Signature

_____

Signature Guaranteed:

Signatures must be guaranteed by participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

NOTICE

The signatures to the foregoing Assignment and Certificate must correspond to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF ELECTION TO PURCHASE

(To be executed by the registered holder if such holder desires to exercise Rights represented by the Right Certificate.)

To: [COMPANY]

The undersigned hereby irrevocably elects to exercise _____ Rights represented by this Right Certificate to purchase shares of Preferred Stock issuable upon the exercise of the Rights (or such other securities of the Company or of any other Person which may be issuable upon the exercise of the Rights) and requests that certificates for such shares be issued in the name of and delivered to (or entries for such shares be made in the book-entry account system of the transfer agent in the name of and written confirmation to):

Please insert social security or other identifying number _____

_____

(Please print name and address)

_____

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance of such Rights shall be registered in the name of and delivered to:

Please insert social security or other identifying number _____

_____

(Please print name and address)

_____

Dated:_____, 20__

_____

Signature

Signature Guaranteed:

Signatures must be guaranteed by participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

CERTIFICATE

The undersigned hereby certifies that the Rights evidenced by this Rights Certificate (1) are not Beneficially Owned by an Acquiring Person or any Affiliate or Associate of an Acquiring Person and (2) after due inquiry and to the best knowledge of the undersigned, were not acquired from any Person who is, was or became an Acquiring Person or any Affiliate or Associate of an Acquiring Person (as such capitalized terms are defined in the Rights Agreement).

Dated: _____, 20 __

_____
Signature

Signature Guaranteed:

Signatures must be guaranteed by participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

_____

NOTICE

The signature to the foregoing Election to Purchase and Certificate must correspond to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

_____

EXHIBIT L

Form of Stockholders' Agreement

Certain documents, or portions thereof, contained in this **Exhibit L** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

STOCKHOLDERS AGREEMENT

by and among

[COMPANY]

and

THE OTHER PARTIES TO THIS AGREEMENT

Dated as of [●]

TABLE OF CONTENTS

PAGE

ARTICLE 1
Definitions

Section 1.1 Definitions....1
Section 1.2 Other Definitional and Interpretive Matters....7

ARTICLE 2
Management of the Company and Certain Activities

Section 2.1 Board....8
Section 2.2 Actions Requiring Consent....13

ARTICLE 3
Preemptive Rights

Section 3.1 Preemptive Rights....15

ARTICLE 4
Corporate Opportunities

Section 4.1 Corporate Opportunities....18

ARTICLE 5
Termination

Section 5.1 Termination of Agreement....19
Section 5.2 Termination as to a Party....20
Section 5.3 Effect of Termination....20

ARTICLE 6
Miscellaneous

Section 6.1 Notices....20
Section 6.2 Governing Law....21
Section 6.3 Submission to Jurisdiction....21
Section 6.4 Waiver of Jury Trial....21
Section 6.5 Successors and Assigns....22
Section 6.6 Counterparts....22
Section 6.7 Severability....22
Section 6.8 Specific Performance....22
Section 6.9 No Waivers; Amendments....23
Section 6.10 Non-Recourse....23
Section 6.11 Action by Holders....24
Section 6.12 Further Assurances....24

Section 6.13 Entire Agreement 24
Section 6.14 Independent Agreement by the Holders 24

STOCKHOLDERS AGREEMENT

THIS STOCKHOLDERS AGREEMENT (this "**Agreement**"), dated as of [●], is entered into by and among (i) [COMPANY], a Delaware corporation (the "**Company**"), (ii) [●] (collectively, and together with their Affiliates and Related Funds, "**GSO**"), (iii) [●] (collectively, and together with their Affiliates and Related Funds, "**Solus**"), (iv) [●] (collectively, and together with their Affiliates and Related Funds, "**Ascribe**") and (v) [●] (collectively, and together with their Affiliates and Related Funds, "**Blue Mountain**"). GSO, Solus, Ascribe and Blue Mountain are, collectively, the "**Holders**" and, individually, each a "**Holder.**"

Pursuant to, and in consideration of the obligations of the Company and the Holders under the Plan (as hereinafter defined), the premises, mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows effective as of the Effective Date (as herein defined):

ARTICLE 1
DEFINITIONS

Section 1.1 *Definitions.*

1.1.1 As used herein, the following terms have the following meanings:

"**Act of Bankruptcy**" means, with respect to any Person, the occurrence of any of the following events, conditions or circumstances: (a) such Person files a voluntary petition in bankruptcy or files any petition or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the Bankruptcy Code or any present or future applicable federal, state or other statute or Law relating to bankruptcy, insolvency, reorganization or other relief for debtors, or seeks or consents to, or acquiesces in, the appointment of any trustee, receiver, conservator or liquidator of such Person or of all or any substantial part of its properties (the term "acquiesce," as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within 20 days, after entry of such order, judgment or decree); (b) such Person admits in writing its inability to pay its debts as they mature or is generally not paying its debts as they become due; or (c) such Person makes a general assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"**Affiliate**" means, with respect to any Person, any Person who, directly or indirectly, controls, is controlled by or is under common control with that Person, and the term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract (including proxy) or otherwise; *provided, however*, that (i) for the avoidance of doubt no Holder shall be deemed an affiliate of any other Holder solely on account of ownership of securities of the Company or being party to this

Agreement, and no Holder shall be deemed an affiliate of the Company solely on account of being party to this Agreement and (ii) for purposes of this Agreement, all Holders comprising GSO shall be deemed Affiliates of each other, all Holders comprising Solus shall be deemed Affiliates of each other, all Holders comprising Ascribe shall be deemed Affiliates of each other and all Holders comprising Blue Mountain shall be deemed Affiliates of each other.

"**Alternative Securities Exchange**" means, excluding any National Securities Exchange, any other securities exchange or over-the-counter quotation system, including, without limitation, the NYSE MKT, the NASDAQ Capital Market, any quotation or other listing service provided by the OTC Markets Group or the Financial Industry Regulatory Authority, Inc., any "pink sheet" or other alternative listing service or any successor or substantially equivalent service to any of the foregoing.

"**Bankruptcy Code**" means Chapter 11 of Title 11 of the United States Code.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"**beneficially owned**," "**beneficial ownership**" and similar phrases have the same meanings as such terms have under Rule 13d-3 and 13d-5 (or any successor rule then in effect) promulgated under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The calculation of beneficial ownership for a Holder shall also include any Related Fund of such Holder.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which state or federally chartered banking institutions in New York City, New York are not required to be opened.

"**Bylaws**" means the Bylaws of the Company, as the same may be amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time in accordance with its terms.

"**Capitalized Lease Obligations**" means, as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property, which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP. For purposes of this Agreement, the amount of such Capital Lease Obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"**Certificate of Incorporation**" means the Certificate of Incorporation of the Company, as the same may be amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time in accordance with its terms.

"**Class I Director**" means a director of the Board designated as a Class I director in accordance with the Certificate of Incorporation.

"**Class II Director**" means a director of the Board designated as a Class II director in accordance with the Certificate of Incorporation.

"**Class III Director**" means a director of the Board designated as a Class III director in accordance with the Certificate of Incorporation.

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Stock**" means the common stock, par value $[0.01] per share, of the Company, and any shares or capital stock for or into which such common stock hereafter is exchanged, converted, reclassified or recapitalized by the Company or pursuant to an agreement to which the Company is a party.

"**Common Stock Equivalents**" means, without duplication, Common Stock and any warrants, options, securities, Indebtedness or other rights exercisable for or convertible or exchangeable into, directly or indirectly, Common Stock whether exercisable, convertible or exchangeable at the time of issuance or upon the passage of time or the occurrence of some future event, including, for greater clarity, restricted stock units, performance stock units or any substantially similar award, whether or not settled in Common Stock or a Common Stock Equivalent, if the value of such award is derived from or measured in part or in full from the market value of the Common Stock or a Common Stock Equivalent.

"**Currency Agreement**" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Company or any of its Subsidiaries against fluctuations in currency values.

"**DGCL**" means the General Corporation Law of the State of Delaware.

"**Effective Date**" shall have the meaning given to such term in the Plan.

"**Equity Interest**" means, with respect to any Person, any and all securities, shares, interests, participations or other equivalents, including (i) if such Person is a limited liability company, membership interests (however designated, whether voting or nonvoting) in such limited liability company and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such limited liability company, and (ii) if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such partnership.

"**Equity Securities**" means common stock or other equity securities or Equity Interest, including any security, bond, note, Indebtedness, warrant, option or other right or instrument exercisable for or exchangeable or convertible into such equity securities or

Equity Interest, including, in the case of the Company, Common Stock and Common Stock Equivalents.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission thereunder.

"**Exit Facility Loan Agreement**" shall have the meaning given to such term in the Plan.

"**GAAP**" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession that are in effect from time to time, applied on a consistent basis for the periods involved.

"**Holder Ownership Percentage**" means a fraction (expressed as a percentage), the numerator of which is the number of shares of Common Stock beneficially owned by a specified Holder at such time, and the denominator of which is the total number of issued and outstanding shares of Common Stock at such time.

"**Indebtedness**" means with respect to any Person, without duplication, any liability of such Person (i) for borrowed money, (ii) incurred or assumed as the deferred purchase price of property or services (but excluding trade accounts payable arising in the ordinary course of business), (iii) evidenced by notes, bonds, debentures or other similar instruments, (iv) pursuant to conditional sale obligations and title retention agreements (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession of such property), (v) constituting Capitalized Lease Obligations, (vi) for the reimbursement of any obligor on any banker's acceptance, letter of credit or similar credit transaction, (vii) for Indebtedness of others guaranteed by such Person to the extent of such guarantee, (viii) for Interest Swap Obligations and Currency Agreements and (ix) for Indebtedness of any other Person of the type referred to in clauses (i) through (viii) of this definition which is secured by any lien on any property or asset of such first referred to Person, the amount of such Indebtedness being deemed to be the lesser of the value of such property or asset or the amount of the Indebtedness so secured to the extent of such security interest. The amount of Indebtedness of any Person at any date shall be (A) the outstanding principal amount of all unconditional obligations described above, as such amount would be reflected on a balance sheet prepared in accordance with GAAP, and (B) with respect to all contingent obligations described above, the maximum liability as of such date of such Person for any guarantees of Indebtedness for borrowed money of any other Person and the amount required under GAAP to be accrued with respect to any other contingent obligation.

"**Initial Board Members**" means the directors appointed to the Board pursuant to the Plan.

"**Interest Swap Obligations**" means the obligations of any Person under any interest rate protection agreement, interest rate future, interest rate option, interest rate swap, interest rate cap or other interest rate hedge or arrangement.

"**MIP**" means any equity incentive plan approved by the Board pursuant to which Common Stock, Common Stock Equivalents or any other equity award may be issued to employees, officers and/or directors of the Company and its Subsidiaries as incentive compensation.

"**National Securities Exchange**" means The NASDAQ Global Market, The NASDAQ Global Select Market or The New York Stock Exchange.

"**Person**" or "**person**" means any individual, firm, partnership, company or other entity, and shall include any successor (by merger or otherwise) of such entity.

"**Plan**" means the Second Amended Joint Plan of Reorganization of CJ Holding Co., et al., Pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 682), as amended from time to time and as approved by the Bankruptcy Court.

"**Preemptive Debt Securities**" means any bonds, debentures, notes, or other similar evidences of indebtedness commonly known as "securities," secured or unsecured, convertible, subordinated or otherwise, or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"**Public Offering**" means an underwritten public offering of Common Stock by the Company pursuant to a registration statement effective under the Securities Act after the Effective Date covering a sale of shares of Common Stock to the public.

"**Qualified Pledge**" means a *bona fide* pledge of Common Stock or other Equity Securities in connection with a secured borrowing transaction, the pledgee with respect to which is a financial institution in the business of engaging in secured lending and similar transactions which has entered into such transaction in the ordinary course of such business.

"**Related Fund**" means, with respect to any Person, an Affiliate or any fund, account or investment vehicle that is controlled, managed, advised or sub-advised by such Person, an Affiliate or the same investment manager, advisor or sub-advisor as such Person or an Affiliate of such investment manager, advisor or sub-advisor.

"**Required Holders**" means GSO and Solus; *provided* that (x) GSO shall cease to be a Required Holder upon its Holder Ownership Percentage being reduced to less than 5% and (y) Solus shall cease to be a Required Holder upon its Holder Ownership Percentage being reduced to less than 5%.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

"**Significant Subsidiary**" means a Subsidiary of the Company that meets the definition of "significant subsidiary" in Article 1, Rule 1-02 of Regulation S-X under the Exchange Act.

"**Subsidiary**" of any Person means (i) a corporation a majority of whose outstanding shares of capital stock or other equity interests with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person, and (ii) any other Person (other than a corporation) in which such Person, a subsidiary of such Person or such Person and one or more subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has (x) at least a majority ownership interest or (y) the power to elect or direct the election of the directors or other governing body of such Person.

"**Transfer**" means, when used as a verb, to sell, transfer, assign, convey or otherwise dispose, and when used as a noun, any direct or indirect sale, transfer, assignment, conveyance or other disposition, including by merger, operation of law, bequest or pursuant to any domestic relations order, whether voluntarily or involuntarily; *provided* that (i) no Transfer of shares of Common Stock or other securities shall be deemed to have occurred as a result of the entry into, modification of or existence of any Qualified Pledge until such time as the pledgee commences any action to foreclose upon such shares of Common Stock or other securities, or any shares of Common Stock or other securities are delivered upon settlement or termination of such Qualified Pledge (whichever occurs first); (ii) with respect to any Holder that is a widely held "investment company" as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; and (iii) with respect to any Holder that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-controlling interests in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Holder, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof.

1.1.2 Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreement	Preamble
Ascribe	Preamble
Board Designees	Section 2.1.2
Board Observer	Section 2.1.8(a)
Blue Mountain	Preamble
Company	Preamble
Contracting Parties	Section 6.10
Director Designation Right	Section 2.1.2

Term	**Section**
Entitled Holder	Section 3.1.2
Excess Shares	Section 3.1.4
GSO	Preamble
Holder	Preamble
Identified Person	Section 4.1.2
Issuance Notice	Section 3.1.2
Non-Party Affiliates	Section 6.10
Opportunity	Section 4.1.1
Opt-In Election	Section 3.1.8
Opt-Out Election	Section 3.1.8
Preemptive Ratio	Section 3.1.2
Preemptive Shares	Section 3.1.2
Related Companies	Section 4.1.3
Replacement Nominee	Section 2.1.3(b)(i)
Solus	Preamble

Section 1.2 *Other Definitional and Interpretive Matters.* For purposes of this Agreement, the following rules shall apply:

1.2.1 *Calculation of Time Period*. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

1.2.2 *Dollars*. Any reference in this Agreement to "$" shall mean U.S. dollars.

1.2.3 *Gender and Number*. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

1.2.4 *Headings*. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Article" or "Section" are to the corresponding Article or Section of this Agreement unless otherwise specified.

1.2.5 *Herein*. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

1.2.6 *Including*. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

1.2.7 *Successor Laws*. Any reference to any law or code section thereof will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

1.2.8 *Heirs, Executors, etc*. References herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; *provided, however*, that nothing contained in this Section 1.2.8 is intended to authorize any assignment or other Transfer not otherwise permitted by this Agreement.

ARTICLE 2
MANAGEMENT OF THE COMPANY AND CERTAIN ACTIVITIES

Section 2.1 *Board.*

2.1.1 *Initial Board Representation*. As of the Effective Date the Board consists of the Initial Board Members.

2.1.2 *Board Representation; Number of Directors*. From and after the Effective Date, the Board shall consist of individuals who may be designated for election from time to time in the following manner subject to Section 2.1.4(b) (a "**Director Designation Right**"):

(a) until such time as the rights of GSO are reduced or terminated in accordance with Section 2.1.5, GSO shall be entitled to designate for nomination for election to the Board up to three (3) members of the Board, consisting of [●];

(b) until such time as the rights of Solus are reduced or terminated in accordance with Section 2.1.5, Solus shall be entitled to designate for nomination for election to the Board up to two (2) members of the Board, consisting of [●];

(c) the Board, or any nominating committee thereof, shall designate for nomination for election to the Board the Chief Executive Officer of the Company, who shall be a Class [●] Director; and

(d) the Board, or any nominating committee thereof, shall designate for nomination for election to the Board one (1) member of the Board, who shall be a Class [●] Director.

Members of the Board designated pursuant to Section 2.1.2(a) and Section 2.1.2(b) or appointed to fill a vacancy by a Required Holder as provided in Section 2.1.3(b) shall be referred to as the "**Board Designees.**" For so long as any Required Holder is entitled to designate persons for nomination for election to the Board pursuant to this Article 2, the whole Board shall consist of seven (7) directors unless a different number is approved by prior written consent of the Required Holders.

2.1.3 *Board Elections; Board Vacancies; Replacements.*

(a) *Board Elections*. The Company and the Board shall, subject to and consistent with the Board's fiduciary duties and applicable law, take such actions as necessary to cause the Board Designees to be nominated and submitted to the stockholders of the Company for election to the Board, or appointed to the Board by the remaining members of the Board, as provided in Section 2.1.3(b) or Section 2.1.3(c). The parties hereto agree that, when considering any Board Designee for nomination or approval for nomination to the Board or any nominating committee thereof, the party or parties entitled to such nomination shall take into account the same criteria (applying such criteria consistently with the Board's and any such nominating committee's prior application of such criteria) and use substantially the same procedures as the Board and any such nominating committee historically have considered and used in considering and vetting prior candidates for the Board, including the then-current members of the Board, including taking into account the independence and other corporate governance standards (including applicable to the members of any committee of the Board) of any National Securities Exchange on which the Company is then listed. For the avoidance of doubt, none of the Holders shall have any right to remove any of the Board Designees from the Board, irrespective of whether they nominated such Board Designee.

(b) *Vacancies*. If, as a result of death, disability, retirement, resignation, removal or otherwise, there shall exist or occur any vacancy on the Board, then:

(i) the Person that initially designated such deceased, disabled, retired, resigning or removed director may designate another individual (the "**Replacement Nominee**"), in accordance with the applicable subsection of Section 2.1.2, to fill such vacancy and serve as a director on the Board by delivering to the Board a written notice signed by the party or parties entitled to such nomination or proposal and the remaining Board members shall appoint such Replacement Nominee to fill such vacancy; *provided* that, in the case of a member of the Board designated pursuant to Section 2.1.2(a) or Section 2.1.2(b), if a Replacement Nominee is not provided by written notice to the Board within sixty (60) days after such individual has ceased to be a member of the Board then a majority of the remaining Board members then serving shall be entitled to fill such vacancy with an individual to serve in such capacity until the next meeting of stockholders of the Company at which directors are elected and such individuals successor has been elected and qualified; and

(ii) any vacancy with respect to a person serving as a member of the Board pursuant to Section 2.1.2(c) may be filled by a majority of the remaining Board members then serving with a person then serving as the Chief Executive Officer or, if no person is then serving as the Chief Executive Officer, with a person approved by such majority of the remaining Board members then serving until the appointment of a Chief

Executive Officer, at which point such person shall immediately resign and the Chief Executive Officer shall be appointed to the Board.

(c) *Replacements.* At an annual meeting of the Company's stockholders or any special meeting in lieu thereof at which the term of a Board Designee is to expire, the Required Holder that designated such Board Designee shall be entitled by written notice: (i) to request that such Board Designee not be nominated to serve as a director on the Board, in which case the Company and the Board shall take such actions necessary to cause such Board Designee to not be nominated; and (ii) designate a Replacement Nominee for nomination to serve as a director on the Board pursuant to Section 2.1.4(a).

2.1.4 *Stockholder Meeting.*

(a) At each annual meeting of the Company's stockholders or any special meeting in lieu thereof at which the term of any Board Designee is to expire or prior to which there shall be a vacancy on the Board that any Required Holder is then entitled to designate pursuant to Section 2.1.2, such Required Holder shall be entitled to designate for nomination as a director the number of individuals necessary so that, if such designees are elected to the Board at such annual meeting or any special meeting in lieu thereof, the maximum number of Board Designees such Required Holder is entitled to designate pursuant to Section 2.1.2 shall be serving on the Board. The Company and the Board shall, subject to and consistent with the Board's fiduciary duties and applicable law, take such actions as necessary to cause each Board Designee so designated by any such Required Holder to be nominated for election to the Board at each annual meeting of the Company's stockholders or any special meeting in lieu thereof. To the extent the Company's proxy statement for any annual meeting of stockholders, or any special meeting in lieu thereof, includes a recommendation regarding the election of any other nominees to the Board, the Company and the Board shall, subject to and consistent with the Board's fiduciary duties and applicable law, include a recommendation of its Board that the stockholders also vote in favor of each Board Designee standing for election at such meeting.

(b) If any Board Designee has not been designated, or fails to agree to serve on the Board if elected or otherwise provide information reasonably requested by the Board, including to determine such Board Designee's qualification to serve on the Board and information regarding such Board Designee as required to be included in any proxy statement of the Company with respect to the election of directors, within such time periods as required by the Bylaws or otherwise established by the Board in good faith, then the Board shall not be required to appoint or nominate for election to the Board such Board Designee and shall be entitled to appoint or nominate for election to the Board a person approved by the Board pursuant to the Bylaws.

2.1.5 *Reduction; Termination of Rights*. The rights of the Required Holders to designate directors under this Section 2.1 shall be reduced and terminated as follows:

(a) (i) Upon the Holder Ownership Percentage of GSO being reduced to less than 15% but greater than or equal to 10%, GSO's right to designate three (3) members of the Board pursuant to Section 2.1.2(a) shall be reduced to the right to designate two (2) members of the Board, and (ii) upon the Holder Ownership Percentage of GSO being reduced to less than 10% but greater than or equal to 5%, GSO's right to designate two (2) members of the Board pursuant to Section 2.1.2(a) shall be reduced to the right to designate one (1) member of the Board; *provided* that the then current term of any GSO Board Designees then serving on the Board shall not be affected solely by the loss of such right by GSO.

(b) Upon the Holder Ownership Percentage of Solus being reduced to less than 10% but greater than or equal to 5%, Solus's right to designate two (2) members of the Board pursuant to Section 2.1.2(b) shall be reduced to the right to designate one (1) member of the Board; *provided* that the then current term of any Solus Board Designees then serving on the Board shall not be affected solely by the loss of such right by Solus.

(c) Upon the Holder Ownership Percentage of any Required Holder being reduced to less than 5%, such Required Holder's right to designate Board Designees to the Board shall immediately expire and such Required Holder's rights under this Agreement shall also terminate pursuant to Section 5.2; *provided* that the then current term of any Board Designee designated by such Required Holder shall not be affected solely by the loss of such right by such Required Holder.

2.1.6 *Fees; Costs and Expenses*. Except for Board Designees who are not employees of the Company or any of its Subsidiaries or an Identified Person (as defined below) or as provided in the following sentence, no Board Designee shall receive an annual retainer, meeting fee or other consideration for serving on the Board (or committee thereof) or any board of directors of any Subsidiary of the Company. The Company will pay and reimburse each Board Designee for all reasonable out-of-pocket expenses incurred by such Board Designee in connection with his or her participation in (or attendance at) meetings of the Board (and committees thereof) and the boards of directors (and committees thereof) of the Subsidiaries of the Company.

2.1.7 *Directors' and Officers' Insurance*. The Company will purchase and will use its reasonable best efforts to maintain director and officer liability insurance in such amounts and such limits as reasonably determined by the Board on behalf of any Person who is or was a member of the Board against any liability asserted against him or incurred by him in any capacity as such, whether or not the Company would have the power to indemnify him against that liability under the Certificate of Incorporation or Bylaws.

2.1.8 *Board Observer*.

(a) Each of Solus and Ascribe shall have the right to designate one non-voting observer to the Board (each, a "**Board Observer**") for so long as its Holder Ownership Percentage is at least 5%.

(b) Subject to the provisions of this Section 2.1.8, each Board Observer shall have right to attend all meetings (including telephonically) of the Board, and the Company shall give the Board Observer copies of all notices, minutes, consents and other materials that it provides to the directors of the Board, it being understood that the rights of the Board Observer to receive such notices or materials or to attend such meetings shall be conditional upon the Company, the Board Observer and Solus and Ascribe, as applicable, entering into a customary confidentiality and restriction on usage agreement in form and substance mutually acceptable to the Board and such Board Observer.

(c) Notwithstanding the foregoing, the Company reserves the right to withhold any information and to exclude the Board Observer from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, serve to waive the work product doctrine or any other similarly protective privilege or doctrine, or result in disclosure of trade secrets or a conflict of interest, in each case upon the affirmative vote of a majority of the members of the Board not affiliated with such Board Observer, acting in good faith.

(d) Neither the presence of the Board Observer at all or at any part of a meeting of the Board, nor the disclosure to the Board Observer of any confidential information, shall provide the Board Observer or its Holder with a right to require the Company to disclose publicly any information acquired by such Board Observer in the capacity as such.

(e) For the avoidance of doubt, the Board Observer shall not be permitted to vote at any meeting of the Board or be counted for purposes of determining whether there is a sufficient quorum for the Board to conduct its business. The Board Observer shall be reimbursed by the Company upon written request (including submission of reasonable documentation) for any reasonable out-of-pocket travel and other reasonable out-of-pocket expenses incurred in order to attend Board meetings.

(f) Each Board Observer shall cease to have any rights hereunder automatically on the date that the Holder appointing such Board Observer no longer has the right to designate a Board Observer pursuant to this Agreement. A person's rights as a Board Observer may be terminated at any time by the Holder entitled to designate such Board Observer by delivering written notice of such termination to the Board.

(g) The Company shall make reasonable best efforts to include the Board Observer as an insured party under any of its directors and officers liability insurance policies.

2.1.9 *No Conflicts*. Neither the Company nor the Board shall take any action to cause the Bylaws or Certificate of Incorporation to conflict in any respect with the provisions of this Article 2, and if at any time the Bylaws or Certificate of Incorporation are determined to conflict in any manner with this Article 2 or the rights of the Required Holders hereunder, then, subject to requirements under the DGCL, the Company and Board shall take such actions within their control to cause the Bylaws and/or the Certificate of Incorporation, as applicable, not to conflict in any respect with the provisions of this Article 2, including amending the Bylaws or submitting an amendment to the Certificate of Incorporation to the stockholders of the Company for approval.

Section 2.2 *Actions Requiring Consent.*

2.2.1 From and after the Effective Date, for so long as any Required Holder's Holder Ownership Percentage is at least 10%, the Company shall not, and, as applicable, shall not permit any Subsidiary of the Company to, take any of the following actions without the prior written consent of each Required Holder whose Holder Ownership Percentage is at least 10%:

(a) authorize or adopt any certificate of designations relating to any class or series of Preferred Stock (as defined in the Certificate of Incorporation), amend the Certificate of Incorporation to increase the authorized shares of Common Stock or authorize any other class or series or Equity Securities, or authorize a stockholder rights plan or "poison pill" (other than the stockholder rights plan, if any, approved by the Bankruptcy Court);

(b) issue any Equity Securities of the Company representing in the aggregate more than 10% of the shares of Common Stock issued pursuant to the Plan (as adjusted, if applicable to give effect to any stock dividend, stock split or reverse stock split), excluding (i) shares of Common Stock issued pursuant to the New Warrants (as defined in the Plan) issued pursuant to the Plan and (ii) Common Stock and Common Stock Equivalents (excluding Indebtedness) of the Company representing in the aggregate not more than 10% of the outstanding shares of Common Stock issued pursuant to MIPs approved by the Board;

(c) issue any Equity Security of any Subsidiary of the Company other than to another Subsidiary of the Company all of which Equity Securities are owned, directly or indirectly, by the Company;

(d) incur or become obligated (as a guarantor or otherwise) for any Indebtedness in excess of $100 million in the aggregate, excluding any Indebtedness (i) existing on the Effective Date and (ii) under the Exit Facility Loan Agreement;

(e) make any acquisition, by merger or consolidation, or by purchase of, or investments in, all or substantially all of the assets or stock of, any business or any corporation, partnership, joint venture, limited liability company, association or other business organization or division thereof, in excess of $100 million per transaction or series of related transactions;

(f) consummate any (i) merger, consolidation, sale (whether by a sale of Equity Securities, lease to a third party or disposition of all or substantially all of the assets) or (ii) other Transfer of the Company or any Subsidiary of the Company in excess of $100 million per transaction or series of related transactions;

(g) dissolve or liquidate the Company or any Significant Subsidiary, enter into any recapitalization or reorganization of the Company or any Significant Subsidiary or commit any voluntary Act of Bankruptcy with respect to the Company or any Significant Subsidiary;

(h) reincorporate or convert the Company into any entity other than a corporation or redomicile the Company into any jurisdiction other than Delaware;

(i) take any actions to list the shares of Common Stock on a National Securities Exchange or any Alternative Securities Exchange, or to conduct or consummate a Public Offering unless the Company is required to do so pursuant to the Registration Rights Agreement;

(j) voluntarily register the Common Stock under Section 12 of the Exchange Act, unless required by the rules thereunder or pursuant to the Registration Rights Agreement;

(k) at such time that any Common Stock Equivalent is registered under Section 12 of the Exchange Act or listed on any Alternative Securities Exchange other than the NYSE MKT, take any action to deregister such Common Stock Equivalent or delist such Common Stock Equivalent from such Alternative Securities Exchange;

(l) other than as required to comply with the rules and regulations of the National Securities Exchange or Alternative Securities Exchange on which the Common Stock becomes listed, establish or grant any authority to any committee of the Board unless such committee is composed solely of Board members and each Board Designee is a member of such committee (with rights to appoint a successor to fill any vacancy of such Board Designee's position commensurate to such rights as applicable to the Board under this Agreement);

(m) authorize or adopt any amendment to the Bylaws or the Certificate of Incorporation;

(n) redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any Equity Securities of the Company or any

Subsidiary of the Company, other than (i) the withholding of shares of Common Stock to satisfy tax obligations with respect to awards granted pursuant to MIPs, (ii) the acquisition by the Company of Common Stock Equivalents (excluding Indebtedness) in connection with the forfeiture of such awards or (iii) as contemplated by any applicable MIP; or

(o) enter into any agreement or other binding obligation to do any of the foregoing.

2.2.2 Confidential information regarding the Company provided to any Required Holder or any representative of a Required Holder pursuant to this Section 2.2 shall be held in confidence and not disclosed to any other Person (other than officers, directors, employees, representatives, financial advisors, legal counsel or other consultants or advisors of Required Holders to whom or on behalf of whose request such disclosure is made) or used for any purpose adverse or detrimental to the Company for so long as such information remains confidential, in each case without the prior written consent of the Company; *provided* that the voting of any Equity Securities of the Company on any matter on the basis of such information shall not be deemed adverse or detrimental to the Company; and *provided*, *further*, that Required Holders may share such information (a) when disclosure of such information is required by court or administrative order or is necessary to respond to inquiries of regulatory authorities, (b) when disclosure of such information is required by law (including any disclosure requirements pursuant to federal securities laws), (c) when such information becomes generally available to the public other than as a result of a breach of this Agreement or (d) when such information becomes available to any such Person from a source other than the Company and such source is not bound by a confidentiality agreement. Each Required Holder shall be responsible for any breach of this Section 2.2.2 by any of its officers, directors, employees, representatives or advisors.

2.2.3 *Required Notice before Exchange Act Section 12 Registration*. If the Company plans to register the Common Stock under Section 12 of the Exchange Act pursuant to Section 2.2.1(i) or if the Company is required to register the Common Stock pursuant to Section 12(g) of the Exchange Act, other applicable law, any other provision of this Agreement or otherwise, in each case the Company shall provide a minimum of thirty (30) days prior written notice to the Required Holders of such registration.

ARTICLE 3
PREEMPTIVE RIGHTS

Section 3.1 *Preemptive Rights.*

3.1.1 The Board, subject to the Plan, the Certificate of Incorporation, the Bylaws, the preemptive rights provided for in this Article 3, and the consent rights provided for in Section 2.2, shall have the authority to issue Common Stock or other Equity Securities of the Company in such amounts and at a purchase price per share of Common Stock or other Equity Security as the Board shall determine.

3.1.2 In the event the Board determines to issue Common Stock, other Equity Securities or Preemptive Debt Securities of the Company or any Subsidiary after obtaining prior written consent of the Required Holders as required by Section 2.2, to the extent applicable (the foregoing, collectively, the "**Preemptive Shares**"), except as provided in Section 3.1.7, the Board shall give each of the Holders (each such Holder, an "**Entitled Holder**"), written notice of such proposed issuance at least ten (10) days prior to the proposed issuance date (an "**Issuance Notice**"). The Issuance Notice shall specify the number and class of Preemptive Shares and the price (or a good faith range of the price if the final price is not then determinable) at which such Preemptive Shares are proposed to be issued and the other material terms and conditions of such Preemptive Shares and of the issuance, including the proposed closing date. Subject to Section 3.1.7, each such Entitled Holder shall be entitled to purchase, at the price (*provided* that if a range is provided in the Issuance Notice then each Entitled Holder shall be entitled to condition such participation to within a specified price range and/or reserve all rights to elect not to participate upon the final determination of such price) and on the other terms and conditions specified in the Issuance Notice, up to a number of Preemptive Shares equal to (x) the number of Preemptive Shares proposed to be issued by the Company, *multiplied by* (y) their Holder Ownership Percentage immediately prior to the proposed issuance (the "**Preemptive Ratio**").

3.1.3 An Entitled Holder may exercise its rights under Section 3.1.2 by delivering written notice of its election to purchase such Preemptive Shares to the Board within five (5) Business Days after receipt of the Issuance Notice. A delivery of such notice (which notice shall specify the number of Preemptive Shares requested to be purchased by the Entitled Holder submitting such notice, up to the maximum amount determined pursuant to the final sentence of Section 3.1.2 above) by such Entitled Holder shall constitute a binding agreement of such Entitled Holder to purchase, at the price and on the terms and conditions specified in the Issuance Notice, the number of Preemptive Shares specified in such Entitled Holder's notice. If, at the end of such five (5) day period, any Entitled Holder has not exercised its right to purchase any of its Preemptive Ratio of such Preemptive Shares by delivering such notice, such Entitled Holder shall be deemed to have waived all of its rights under this Article 3 with respect to, and only with respect to, the purchase of such Equity Securities specified in the applicable Issuance Notice.

3.1.4 If any of the Entitled Holders fails to exercise its preemptive rights (if any) under this Article 3, or elects to exercise such rights with respect to less than such Entitled Holder's Preemptive Ratio of the Preemptive Shares (the difference between such Entitled Holder's Preemptive Ratio of the Preemptive Shares and the number of Preemptive Shares for which such Entitled Holder exercised its preemptive rights under this Article 3, the "**Excess Shares**"), then the Company (or the applicable Subsidiary) shall offer to sell to the Entitled Holders that have elected to purchase all of their Preemptive Ratio of the Preemptive Shares any Excess Shares, *pro rata* and at the same price and on the same terms as those specified in the Issuance Notice, and such Entitled Holders shall have the right to acquire all or any portion of such Excess Shares within two (2) Business Days following the expiration of the period specified in Section 3.1.3 by delivering written notice thereof to the Company.

3.1.5 Subject to compliance with this Article 3, the Company shall have sixty (60) days after the date of the Issuance Notice to consummate the proposed issuance of any or all of such Preemptive Shares that the applicable Entitled Holders have elected not to purchase at the same (or higher) price and upon such other terms and conditions that, taken as a whole, are not materially less favorable to the Company than those specified in the Issuance Notice; *provided* that, if such issuance is subject to regulatory approval, such 60-day period shall be extended until the expiration of five (5) Business Days after all such approvals have been received, but in no event to later than ninety (90) days after the date of the Issuance Notice. If the Board proposes to issue any Preemptive Shares after such 60-day period (or 90-day period, if applicable) or during such 60-day period (or 90-day period, if applicable) at a lower price or on such other terms that are, taken as a whole, materially less favorable to the Company, it shall again comply with the procedures set forth in this Article 3.

3.1.6 The closing of any issuance of Preemptive Shares to the Entitled Holders pursuant to this Article 3 shall take place at the time and in the manner provided in the Issuance Notice. The Company shall be under no obligation to consummate any proposed issuance of Preemptive Shares, nor shall there be any liability on the part of the Company, or the Board to any Entitled Holder, if the Company has not consummated any proposed issuance of Preemptive Shares pursuant to this Article 3 for whatever reason, except for willful misconduct or breach of this Agreement, regardless of whether the Board shall have delivered an Issuance Notice in respect of such proposed issuance.

3.1.7 The preemptive rights under this Article 3 shall not apply to (i) issuances or sales of Equity Securities to employees, officers, directors, managers or consultants of the Company or any of its Subsidiaries pursuant to employee benefits or similar employee or management equity incentive plans or arrangements of the Company or any Subsidiary thereof (including offer letters, employment agreements, appointment letters or any MIP), (ii) issuances or sales in, or in connection with, a merger or reorganization of the Company or any of its Subsidiaries with or into another Person or an acquisition by the Company or any of its Subsidiaries of another Person or substantially all the assets of another Person, in each case, approved in accordance with the terms of this Agreement, to the extent required under Section 2.2, (iii) issuances by the Company or a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company, (iv) issuances as a dividend or upon any stock split, reclassification, recapitalization, exchange or readjustment of Common Stock, or other similar transaction (in each case, on a pro rata basis), or (v) issuances upon the conversion or exercise of any Common Stock Equivalents of the Company which Common Stock Equivalents were (A) outstanding on the Effective Date or otherwise issued pursuant to the Plan or (B) issued in compliance with the terms and conditions of this Section 3.1.

3.1.8 Neither the Company nor the Board shall effect or authorize a Public Offering unless each Holder is afforded (or shall have waived) rights to acquire shares of Common Stock (as part of such Public Offering or otherwise) commensurate with this Article 3, *mutatis mutandis*, so that such Holder has the right to maintain its Holder Ownership Percentage as in effect immediately prior to such Public Offering immediately following such Public Offering.

3.1.9 Notwithstanding anything to the contrary in this Agreement, this Article 3 shall not apply to any Holder that is not a Required Holder until such Holder makes an affirmative written election that this Article 3 shall apply to such Holder (an "**Opt-In Election**"). At any time following a Holder making an Opt-In Election, such Holder may also make a written election that this Article 3 shall no longer apply to such Holder (an "**Opt-Out Election**"), which election shall cancel any previous Opt-In Election. An Opt-Out Election may state a date on which it expires or, if no such date is specified, shall remain in effect indefinitely. A Holder who previously has given the Company an Opt-In Election or Opt-Out Election may revoke such election at any time, and there shall be no limit on the ability of a Holder to issue and revoke subsequent Opt-In Elections and Opt-Out Elections.

ARTICLE 4
CORPORATE OPPORTUNITIES

Section 4.1 *Corporate Opportunities*.

4.1.1 Any of the Holders, the Board Designees or Board Observers who are employed by any of the Holders or any of their Affiliates and Related Funds, any of the foregoing Persons' respective Affiliates and Related Funds and any one or more of the respective managers, directors, principals, officers, employees and other representatives of such Persons or their respective Affiliates and Related Funds, in each case who is not also an employee of the Company or any of its Subsidiaries (the foregoing Persons being referred to, collectively, as "**Identified Persons**") may now engage, may continue to engage, or may, in the future, engage in the same or similar activities or lines of business as those in which the Company or any of its Affiliates, directly or indirectly, now engage or may engage or other business activities that overlap with, are complementary to, or compete with those in which the Company or any of its Affiliates, directly or indirectly, now engage or may engage (any such activity or line of business, an "**Opportunity**"). No Identified Person shall, as a result of its capacity as such, have any duty to refrain, directly or indirectly, from (i) engaging in any Opportunity or (ii) otherwise competing with the Company or any of its Affiliates. No Identified Person shall, as a result of its capacity as such, have any duty or obligation to refer or offer to the Company or any of its Affiliates any Opportunity, and the Company hereby renounces any interest or expectancy of the Company in, or in being offered, an opportunity to participate in any Opportunity which may be a corporate (or analogous) or business opportunity for the Company or any of its Affiliates.

4.1.2 In the event that any Identified Person acquires knowledge of a potential transaction or other corporate (or analogous) or business opportunity which may be an Opportunity for the Company or any of its Affiliates, such Identified Person shall have no duty to communicate or offer such Opportunity to the Company or any of its Affiliates and shall not be liable to the Company or the stockholders for breach of any purported fiduciary duty by reason of the fact that such Identified Person pursues or acquires such Opportunity for itself, or offers or directs such Opportunity to another Person (including any Affiliate or Related Fund of such Identified Person). Notwithstanding Section 4.1.1 and this Section 4.1.2, the Company does not renounce any intent or expectancy it may

have in any Opportunity that is offered to a Board Designee if such Opportunity is expressly first offered to such Person in the capacity of a director of the Company or any of its Subsidiaries or knowledge of such Opportunity is first acquired by such Person solely as a result of such Person's position as a director of the Company or any of its Subsidiaries.

4.1.3 The Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other entities (such entities, collectively, "**Related Companies**") that are direct competitors of, or that otherwise may have interests that do or could conflict with those of, the Company, any stockholders of the Company or any of their respective Affiliates, and (a) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Agreement shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Agreement shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (i) the ownership by an Identified Person of any interest in any Related Company, (ii) the affiliation of any Related Company with an Identified Person or (iii) any action taken or omitted by an Identified Person in respect of any Related Company, (b) no Identified Person shall, by reason of such ownership, affiliation or action, become subject to any fiduciary duty to the Company, any of the stockholders or any of their respective Affiliates, (c) none of the duties imposed on an Identified Person, whether by contract or law, do or shall limit or impair the right of any Identified Person lawfully to compete with the Company, any of its stockholders or any of their respective Affiliates and (d) the Identified Persons are not and shall not be obligated to disclose to the Company, any of the stockholders of the Company or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, or to refrain from or in any respect to be restricted in competing against the Company, any of the stockholders of the Company or any of their respective Affiliates in any such business or as to any such opportunities.

4.1.4 In addition to and notwithstanding the foregoing provisions of this Article 4, a corporate (or analogous) or business opportunity shall not be deemed to be an Opportunity for the Company or any of its Affiliates if it is an opportunity (a) that the Company is neither financially or legally able, nor contractually permitted to undertake, (b) that from its nature, is not in the line of the Company's business or is of no practical advantage to the Company or (c) in which the Company has no interest or reasonable expectancy.

ARTICLE 5
TERMINATION

Section 5.1 *Termination of Agreement.* This Agreement shall terminate automatically either (i) immediately prior to the registration of the shares of Common Stock pursuant to Section 12(b) of the Exchange Act in connection with the Common Stock being listed on a National Securities Exchange or the NYSE MKT; or (ii) upon the occurrence of both (A) the Holder Ownership Percentage of each Required Holder being

reduced to less than 5% respectively and (B) the Holder Ownership Percentage of all Holders, collectively, being reduced to less than 20%; *provided, however*, that if such reduction is as a result of dilution from the issuance by the Company of additional shares of Common Stock, then this Agreement shall continue in effect until a Holder disposes of any Common Stock and immediately following such disposition, the Holder Ownership Percentage of each Required Holder is less than 5% and the Holder Ownership Percentage of all Holders, collectively, is less than 20%; *provided, further*, that (A) Article 1, Article 4, this Article 5 and Article 6 shall survive any termination of this Agreement and (B) the confidentiality obligations of Section 2.2.2 shall survive any termination of this Agreement until the date that is one (1) year following the date of termination of this Agreement.

Section 5.2 *Termination as to a Party.* A Holder shall immediately without any further action cease to be a Holder and shall have no further rights or obligations (other than pursuant to Section 2.2.2 or Article 4) under this Agreement (i) if such Holder elects to terminate its obligations under this Agreement at any time by giving the Company written notice thereof or (ii) automatically and without any further action by any party upon such Holder's Holder Ownership Percentage being reduced to less than 5%; *provided* that if such Holder's Holder Ownership Percentage is reduced to less than 5% as a result of dilution from the issuance by the Company of additional shares of Common Stock, then such Holder shall continue to be a Holder for purposes of, and retain its rights and obligations as a Holder under, this Agreement until such time thereafter as such Holder disposes of any Common Stock and immediately following such disposition, such Holder's Holder Ownership Percentage is less than 5%.

Section 5.3 *Effect of Termination.* Neither the termination of this Agreement nor a Holder ceasing to be a Holder under Section 5.2 shall relieve any Holder of the Company from any violation of this Agreement by such person prior to such termination of this Agreement or such Holder ceasing to be a Holder under Section 5.2.

ARTICLE 6
MISCELLANEOUS

Section 6.1 *Notices.* Any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by facsimile, electronic mail or registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or at such other address as may be substituted by notice given as herein provided):

If to the Company:

[COMPANY]
3990 Rogerdale Road
Houston, Texas 77042
Attention: General Counsel
Email: danielle.hunter@cjes.com

With a copy to:

Kirkland & Ellis LLP
600 Travis Street, Suite 3300
Houston, Texas 77002
Attention: Matthew R. Pacey, P.C.
Email: matt.pacey@kirkland.com

If to any Holder, at its address and the address of its representative, if any, listed on the signature pages hereof

With a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Timothy Graulich, Stephen Salmon
E-mail: timothy.graulich@davispolk.com,
stephen.salmon@davispolk.com

Any notice or communication hereunder shall be deemed to have been given or made as of the date and time so delivered if personally delivered or as of the date and time so sent if sent by electronic mail, facsimile or registered or certified mail.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

Section 6.2 *Governing Law.* This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

Section 6.3 *Submission to Jurisdiction.* Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby must be brought in the United States District Court for the Southern District of New York or any New York state court, in each case, located in the Borough of Manhattan, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 6.4 *Waiver of Jury Trial.* Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based

upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 6.4 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 6.5 *Successors and Assigns.* This Agreement shall be binding upon the Company, each Holder, and their respective successors and permitted assigns; *provided* that neither the Company nor any Holder may assign any of its rights or obligations under this Agreement without the prior written consent of all Holders then a party to this Agreement (for clarity, excluding Persons who have ceased to be a Holder as provided in Section 5.2) and the Company; *provided, however*, that a Holder may assign any of its rights or obligations under this Agreement to any Affiliate or Related Fund of such Holder without the prior written consent of any other Holder or the Company.

Section 6.6 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

Section 6.7 *Severability.* Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. Upon a determination that any provision of this Agreement is prohibited, unenforceable or not authorized, the parties hereto agree to negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible, in a mutually acceptable

manner, in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 6.8 *Specific Performance.* The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, including if the parties hereto fail to take any action required of them hereunder to consummate this Agreement. It is accordingly agreed that, in addition to any other applicable remedies at law or equity, the parties shall be entitled to an injunction or injunctions, without proof of damages, to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each party hereto agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (i) the other party has an adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or in equity. Each of the parties hereto hereby waives (i) any defenses in any action for specific performance, including the defense that a remedy at law would be adequate and (ii) any requirement under any law to post a bond or other security as a prerequisite to obtaining equitable relief.

Section 6.9 *No Waivers; Amendments.*

6.9.1 No failure or delay on the part of the Company or any Holder in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the Company or any Holder at law or in equity or otherwise.

6.9.2 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver makes specific reference to this Agreement and (i) in the case of an amendment, such amendment is with the written consent of the Company and the Required Holders; *provided*, that no provision of this Agreement shall be modified or amended in a manner that is disproportionately and materially adverse to any Holder, without the prior written consent of such Holder, as applicable; and (ii) in the case of a waiver, such waived is signed by the Person against whom it is to be enforced. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each party to the Agreement, regardless of whether such party has signed such amendment or waiver, and each then current and future holder of all such shares of Common Stock, and the Company.

Section 6.10 *Non-Recourse.* All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties in the preamble to this Agreement ("**Contracting Parties**"). No Person who is not a Contracting Party, including any

director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, Related Fund, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, Related Fund, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("**Non-Party Affiliates**"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Non-Party Affiliates.

Section 6.11 *Action by Holders.*

(a) Any action to be taken or consent or approval to be given by GSO, Solus, Ascribe or Blue Mountain pursuant to this Agreement shall be deemed taken, consented to or approved upon the affirmative consent or approval by Holders beneficially owning a majority of the Common Stock beneficially owned by GSO, Solus, Ascribe or Blue Mountain, respectively.

(b) Any Holder comprising GSO, Solus, Ascribe or Blue Mountain may exercise the rights, and grant any approval or consent, under this Agreement of the other Holders comprising GSO, Solus, Ascribe or Blue Mountain, respectively.

Section 6.12 *Further Assurances.* Each party shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

Section 6.13 *Entire Agreement.* This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 6.14 *Independent Agreement by the Holders.* The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder, and no provision of this Agreement is intended to confer any obligations on any Holder vis-à-vis any other Holder. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

[*Signature Pages Follow*]

SIGNATURES TO STOCKHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

[COMPANY]

By: _____
Name:
Title:

STOCKHOLDERS:

GSO:

[HOLDER]

By: _____
Name:
Title:

ADDRESS:

[ADDRESS]
Attention: [●]
Facsimile No.: [●]
Email: [●]

Solus:

[HOLDER]

By: _____
Name:
Title:

ADDRESS:

[ADDRESS]
Attention: [●]
Facsimile No.: [●]
Email: [●]

Ascribe:

[HOLDER]

By: _____
Name:
Title:

ADDRESS:

[ADDRESS]
Attention: [●]
Facsimile No.: [●]
Email: [●]

To exercise the Opt-In Election pursuant to Section 3.1.8, please check the box below and countersign:

[ ] – The undersigned Holder hereby notifies the Company of its exercise of the Opt-In Election.

[HOLDER]

By: _____
Name:
Title:

Blue Mountain:

[HOLDER]

By: _____
Name:
Title:

ADDRESS:

[ADDRESS]
Attention: [●]
Facsimile No.: [●]
Email: [●]

To exercise the Opt-In Election pursuant to Section 3.1.8, please check the box below and countersign:

[ ] – The undersigned Holder hereby notifies the Company of its exercise of the Opt-In Election.

[HOLDER]

By: _____
Name:
Title:

EXHIBIT M

Description of Restructuring Transactions

Certain documents, or portions thereof, contained in this **Exhibit M** and the Plan Supplement may remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Description of Restructuring Transactions

Pursuant to the *Second Amended Joint Plan of Reorganization of CJ Holding Company, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (Docket No. 654) (the "Plan"), the Debtors and the Lenders intend to implement the Restructuring Transactions described herein. Annex A includes certain defined terms used herein. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

The Description of Restructuring Transactions is intended only as a summary of the Restructuring Transactions. To the extent there is any inconsistency between this Description of Restructuring Transactions and the Plan, the Plan shall govern.

The Restructuring Transactions, which are described in detail below, generally are intended (i) to convert each Allowed Secured Lender Claim into each Lender's Pro Rata share of New Common Stock of Reorganized C&J Energy, and (ii) to simplify the existing holding structure of C&J Energy and its subsidiaries underneath Reorganized C&J Energy. Immediately following the consummation of the Restructuring Transactions, Reorganized C&J Energy will hold (i) 100% of the equity interests of CJ Holding Co. (which will hold, directly or indirectly, the U.S. assets and operations of Reorganized C&J Energy) and (ii) 100% of the equity interests of CJ Lux Holdings (which will hold, directly or indirectly, the non-U.S. assets and operations of Reorganized C&J Energy). Annex B depicts the structure before and after the Restructuring Transactions.

The Restructuring Transactions will be effectuated as follows:

1. **Recapitalization and Merger**

    a. After Confirmation of the Plan, but prior to the Effective Date:

        i. CJ Holding Co. incorporates Reorganized C&J Energy, a Delaware corporation, as a direct and wholly owned subsidiary of CJ Holding Co.

        ii. Reorganized C&J Energy incorporates a new Delaware corporation ("Merger Sub"), as a direct and wholly owned subsidiary of Reorganized C&J Energy.

    b. On the Effective Date, or as soon as is reasonably practicable thereafter:

        i. (A) 100% of the capital stock of CJ Holding Co. held by Penny Global Holdings is cancelled, and (B) in exchange for each Secured Lender Claim, each holder of an Allowed Class 4 Claim receives its Pro Rata share of the outstanding stock of CJ Holding Co. and its Subscription Rights to purchase its Pro Rata share of the Rights Offering Shares in accordance with the Rights Offering Procedures ((A) and (B) together, the "Recapitalization"). As a result of the Recapitalization, the Lenders become the sole owners of CJ Holding Co.

ii. Following the Recapitalization, CJ Holding Co. merges with Merger Sub (the "Merger"), with CJ Holding Co. surviving the Merger. As a result of the Merger, (A) CJ Holding Co. becomes a direct, wholly owned subsidiary of Reorganized C&J Energy, (B) the capital stock of CJ Holding Co. received by the Lenders in the Recapitalization is exchanged for each Lender's Pro Rata share of the New Common Stock of Reorganized C&J Energy, and (C) the Lenders become the sole owners of Reorganized C&J Energy.

iii. Simultaneous with the Merger, C&J Energy transfers100% of the capital stock of CJ Lux Holdings to Reorganized C&J Energy.

iv. To the extent Class 9 or Class 10, as applicable, has timely voted as a class to accept the Plan, Reorganized C&J Energy issues to each holder of an Allowed Class 9 Interest and Allowed Class 10 Claim (as applicable) its Pro Rata (calculated based on the aggregate amount of Allowed Class 9 Interests and Allowed Class 10 Claims) share of the Interest Holder New Warrants.

v. Reorganized C&J Energy issues to each holder of an Allowed General Unsecured Claim its Pro Rata share of the Unsecured Creditor Recovery Pool, which includes the Unsecured Creditor New Warrants.

2. **Simplification of Holding Structure**

a. In anticipation of the Confirmation Date:

i. CJ Lux Holdings will file an entity classification election with the U.S. Internal Revenue Service to be classified as a corporation for U.S. federal income tax purposes, effective prior to step 2.a.ii.

ii. CJ Lux Holdings formed CJ Lux Holdings II S.à r.l., a Luxembourg S.à r.l. ("CJ Lux Holdings II").

iii. CIF I and CIF II converted to Irish unlimited companies.

b. Prior to the Effective Date, CJ Insurance Bermuda and CJ Insurance Texas settle, commute and discharge any and all of their respective obligations under the captive reinsurance policy between CJ Insurance Bermuda and CJ Insurance Texas and exchange mutual releases relating thereto. In connection therewith, CJ Insurance Bermuda transfers all of its assets in excess of its minimum statutory capital to CJ Insurance Texas and/or one or more Debtors.

c. On the Effective Date, or as soon as is reasonably practicable thereafter:

i. Penny Financing transfers a portion of Term Note receivable having a principal amount of $100 million (but does not transfer the accrued

interest thereon) to CIF I in full satisfaction of the IFL II receivable from Penny Financing held by CIF I.

ii. Penny Financing distributes the remaining portion of the Term Note receivable having a principal amount of $200 million and all accrued interest associated with the entire $300 million Term Note to CJ Lux Holdings.

iii. CJ Lux Holdings transfers the portion of the Term Note receivable (having a principal amount of $200 million and received in step 2.c.ii) to CIF I in full satisfaction of the IFL II receivable from CJ Lux Holdings held by CIF I. CJ Lux Holdings retains the accrued interest on the Term Note.

iv. CIF I distributes both portions of the Term Note receivable (having a total principal amount of $300 million and received in steps 2.c.i and 2.c.iii) and the IFL I receivable to Penny Financing (approximately 1%) and CJ Lux Holdings (approximately 99%).

v. Penny Financing distributes its approximately 1% portion of the Term Note and IFL I receivables received in step 2.c.iv to CJ Lux Holdings.

vi. CJ Lux Holdings contributes the IFL I receivable to Penny Global Holdings in cancellation of IFL I.

vii. CJ Spec-Rent distributes the Note 1 receivable to CJES Inc., and CJES Inc. subsequently distributes the Note 1 receivable to CJ Holding Co.

viii. CJ Holding Co. transfers an approximately $10.875 million portion of the Note 1 receivable received in step 2.c.vii to CJ Lux Holdings in full satisfaction of the accrued interest on the Term Note.

ix. Penny Global Holdings distributes its interest in CJ Canada, representing 100% of the issued and outstanding shares of CJ Canada, to CJ Lux Holdings.

x. CJ Lux Holdings contributes its interests in the following entities to Penny Leasing: Penny Technologies, CJ Canada, and CJ BV. In each case, the interests contributed represent 100% of the issued and outstanding equity interests of the contributed entity.

xi. CJ Lux Holdings contributes its interests in the following entities to CJ Lux Holdings II: Penny Global Holdings, CIF I, Penny Financing, and Penny Leasing. In each case, the interests contributed represent 100% of the issued and outstanding equity interests of the contributed entity.

xii. CJ Insurance Bermuda de-registers as an insurer with the Bermuda regulatory authority. Each of C&J Energy, CJ Corporate Services and CJ Insurance Bermuda liquidate in accordance with Bermuda law. For the

avoidance of doubt, the holders of equity interests in C&J Energy are not entitled to receive any further distributions from C&J Energy.

xiii. Reorganized C&J Energy recapitalizes a portion of its existing equity in CJ Lux Holdings into approximately $300 million of convertible preferred equity certificates.

xiv. CJES Inc. merges with and into CJ Spec-Rent, with CJ Spec-Rent surviving such merger.

xv. CJ VLC merges with and into CJ Spec-Rent, with CJ Spec-Rent surviving such merger.

Annex A

CERTAIN DEFINED TERMS:

"CJ BV" means C&J International B.V., a Dutch *besloten vennootschap met beperkte aansprakelijkheid*.

"CJ Canada" means C&J Energy Production Services-Canada Ltd., an Alberta corporation.

"CJ Corporate Services" means C&J Corporate Services (Bermuda) Ltd., a Bermuda exempted company.

"CJ Insurance Bermuda" means CJES Insurance (Bermuda) Ltd., a Bermuda exempted company.

"CJ Insurance Texas" means CJES Insurance (Texas) Inc., a Texas corporation.

"CJ Lux Holdings" means CJ Lux Holdings S.à r.l., a Luxembourg *Société à Responsibilité Limitée*.

"CJ Spec-Rent" means C&J Spec-Rent Services, Inc., an Indiana corporation.

"CJ VLC" means C&J VLC, LLC, a Delaware limited liability company.

"CJES Inc." means C&J Energy Services, Inc., a Delaware corporation.

"CIF I" means Copper Ireland Financing I Ltd., an Irish limited company (prior to step 2.a.iii) and an Irish unlimited company (following step 2.a.iii).

"CIF II" means Copper Ireland Financing II Ltd., an Irish limited company (prior to step 2.a.iii) and an Irish unlimited company (following step 2.a.iii).

"IFL I" means that certain Interest Free Loan Facility Agreement, dated December 31, 2015, between CIF I (as lender) and Penny Global Holdings (as borrower).

"IFL II" means that certain Interest Free Loan Facility Agreement, dated January 3, 2016, between CIF I (as lender) and Penny Financing (as borrower).

"Note 1" means that certain promissory note, dated as of December 31, 2015 in the original principal amount $25,934,000, made by CJ Lux Holdings to CJ Spec-Rent.

"Penny Financing" means Penny Luxembourg Financing S.à r.l., a Luxembourg *Société à Responsibilité Limitée.*

"Penny Global Holdings" means Penny Global Holdings S.à r.l., a Luxembourg *Société à Responsibilité Limitée.*

"Penny Leasing" means Penny Global Leasing S.à r.l., a Luxembourg *Société à Responsibilité Limitée.*

"Penny Technologies" means Penny Technologies S.à r.l., a Luxembourg *Société à Responsibilité Limitée.*

"Term Note" means that certain Nine Year Term Note A, dated as of January 3, 2016 in the original principal amount $200,000,000, issued by CJ Holding Co. to Penny Global Holdings, together with that certain Nine Year Term Note B, dated as of January 3, 2016 in the original principal amount $100,000,000, issued by CJ Holding Co. to Penny Global Holdings.

Annex B

Structure Charts

Deloitte.

C&J Energy Services

C&J Energy Services Ltd.

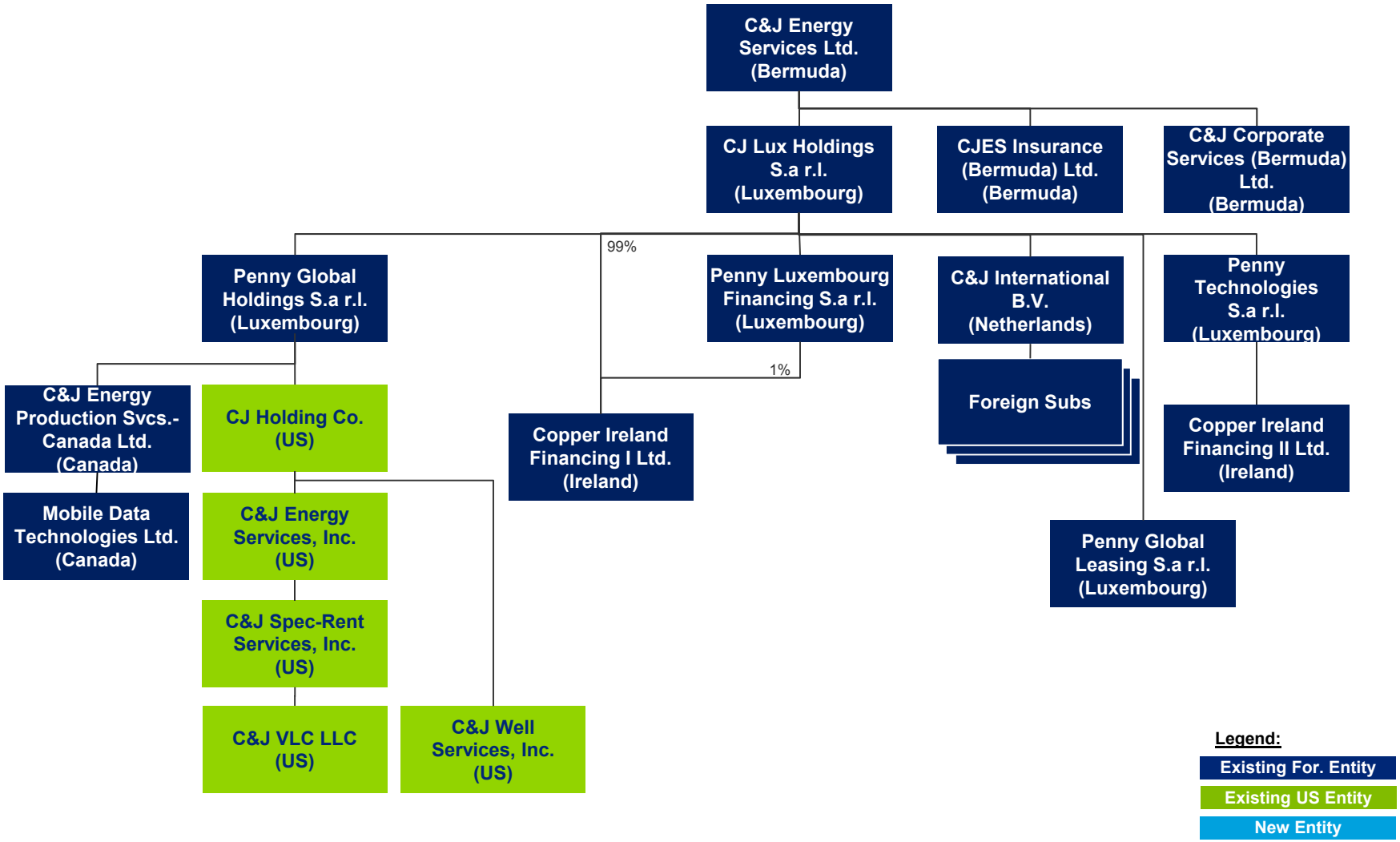
Restructuring of International Tax Planning Initiatives – Summary

Draft as of November 29, 2016

Solely for the information and internal use of C&J Energy Services Ltd. and not to be relied upon by third parties

Restructuring of International Tax Planning Initiatives

Current Simplified Structure

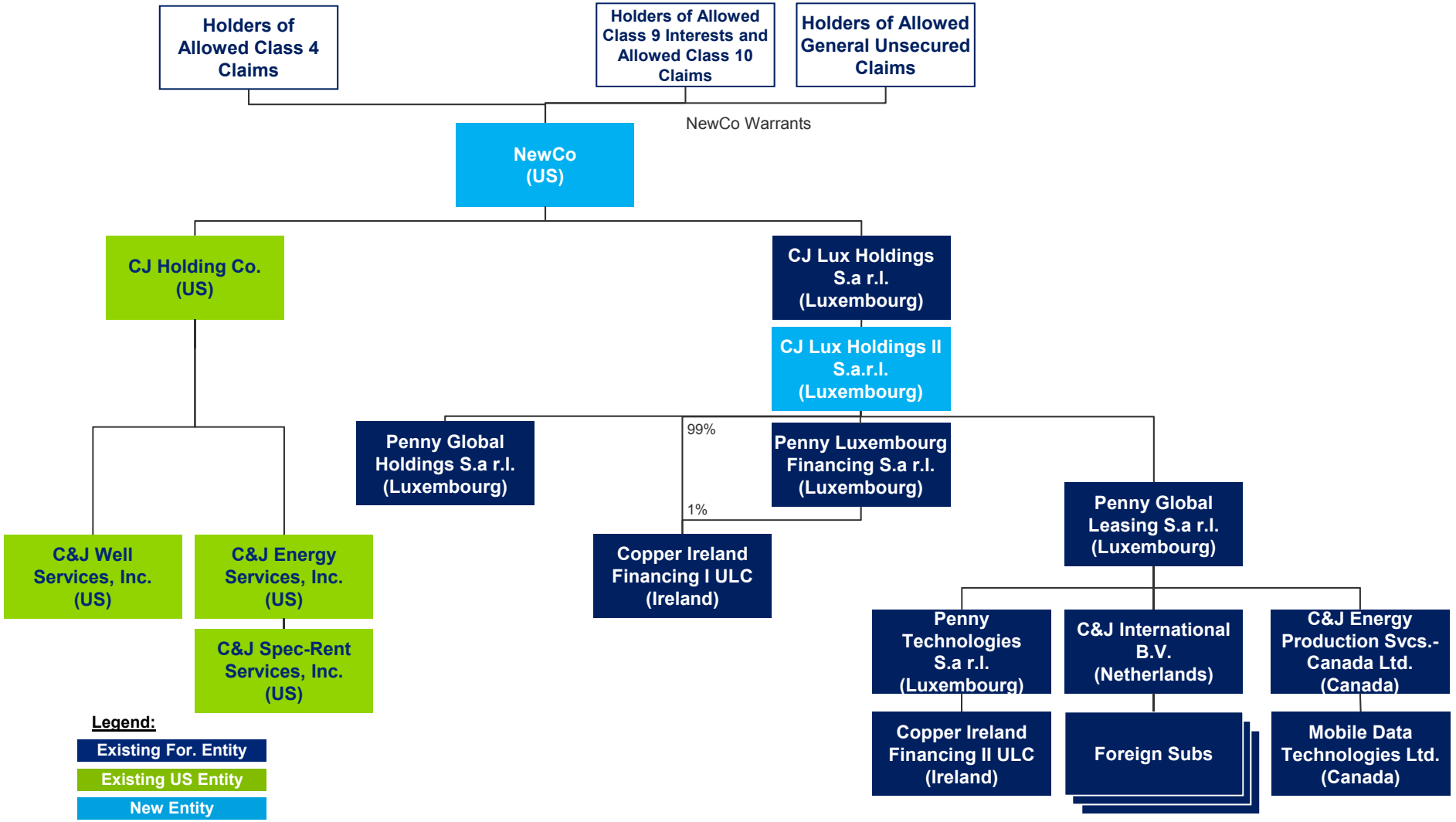


Solely for the information and internal use of C&J Energy Services Ltd. and not to be relied upon by third parties

Restructuring of International Tax Planning Initiatives

Resulting Simplified Structure

(after implementation of all steps)



Solely for the information and internal use of C&J Energy Services Ltd. and not to be relied upon by third parties

Disclosures

Deloitte Tax LLP hereby acknowledges and agrees that there are no conditions of confidentiality associated with the US treatment of the transactions described herein. Thus, **C&J Energy Services Ltd.** and its employees, representatives or agents are authorized to disclose to any and all persons, without limitation of any kind, the structure and US tax aspects of the transaction described herein and all materials of any kind (including opinions or other tax analyses - including this slide set) that Deloitte Tax LLP may provide with respect to the structure and US tax aspects of the transaction.

This slide set does not constitute an opinion of Deloitte Tax LLP. Thus, the use of the terms “is,” “will,” “should” or similar terms are not meant to convey an opinion on the tax consequences of a strategy in any given situation. The appropriate opinion level with respect to a transaction must be determined based on the facts and circumstances of an actual implementation, and after compliance with the internal control procedures of Deloitte Tax LLP. Consequently, any US federal income tax advice included in this slide set is not intended or written to be used, and it cannot be used by **C&J Energy Services Ltd.** or its affiliates, for the purpose of avoiding any penalties under US federal income tax law that might be imposed by any US governmental taxing authority or agency.

This slide set has been prepared solely for the information and internal use of **C&J Energy Services Ltd.** and its affiliates, and may not be relied upon by any other person. Specifically, this slide set is not intended for the express or implied benefit of any third party and may not be relied upon for any purpose or in any manner by any third party without the prior express written consent of Deloitte Tax LLP.

Solely for the information and internal use of C&J Energy Services Ltd. and not to be relied upon by third parties

About Deloitte

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its network of member firms, and their related entities. DTTL and each of its member firms are legally separate and independent entities. DTTL (also referred to as "Deloitte Global") does not provide services to clients. Please see www.deloitte.com/about for a detailed description of DTTL and its member firms. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.
Copyright © 2014 Deloitte Development LLC. All rights reserved.
Member of Deloitte Touche Tohmatsu Limited