EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

KEANE GROUP HOLDINGS, LLC,

KEANE FRAC, LP,

TRICAN WELL SERVICE LTD.

AND

THE SELLER COMPANIES NAMED HEREIN

DATED AS OF JANUARY 25, 2016

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***") is made and entered into as of January 25, 2016 by and among Keane Group Holdings, LLC, a Delaware limited liability company ("***Keane Parent***"), Keane Frac, LP ("***Buyer***" and together with Keane Parent, the "***Buyer Companies***"), Trican Well Service Ltd., an Alberta corporation ("***Trican Parent***") and Trican Well Service, L.P., a Delaware limited partnership ("***Trican U.S***." and collectively with any other Subsidiary of Trican Parent that has any right, title and interest in the Purchased Assets, including those Subsidiaries set forth on ***Annex I*** hereto, the "***Seller Companies***"). Keane Parent, Buyer, Trican Parent and each of the Seller Companies are each referred to individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms used, but not otherwise defined herein have the meanings set forth in ***Section 1.1*** below.

RECITALS

WHEREAS, Seller Companies are engaged in, among other things, the Business;

WHEREAS, Seller Companies wish to sell or cause to be sold to Buyer, and Buyer wishes to purchase from Seller Companies, all right, title and interest in and to the Purchased Assets described herein, and in connection therewith Buyer is willing to assume the Assumed Liabilities described herein, all upon the terms and subject to the conditions set forth herein (the "***Transaction***");

WHEREAS, Seller Companies and their Affiliates also conduct the Excluded Businesses both within and outside the Territory, which businesses and operations are being retained by Seller Companies and their Affiliates and which, along with the other Excluded Liabilities described herein will not be acquired or assumed by the Buyer in the Transaction; and

WHEREAS, concurrently with the execution and delivery of this Agreement, [NAME REDACTED] (the "***Sponsor***") has executed and delivered to the Seller Companies (a) an equity commitment letter (including all annexes, exhibits, schedules and other attachments thereto), dated as of the date hereof, by and between Sponsor and Keane Parent (the "***Equity Financing Commitment***") and (b) a limited guarantee, dated as of the date hereof, by and between Sponsor and Trican Parent (the "***Limited Guarantee***").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. ***Definitions.*** For purposes of this Agreement, the following terms shall have the meanings set forth below.

"***Accounting Firm***" shall mean KPMG LLP or, if such firm is unable or unwilling to serve in such capacity, then such jointly selected independent nationally (within the United States) recognized firm mutually agreeable to Trican Parent and Buyer.

"***Accrued Employee Obligations***" shall mean, with respect to any Business Employee, any payments or entitlements that a Seller Company owes to any current or former Business Employee, including wages, other remuneration, holiday, vacation pay or other paid time-off, bonus, or commissions.

"***Action***" shall mean any action, complaint, petition, investigation, suit, claim, demand, inquiry, audit, mediation or other proceeding, whether civil, criminal or administrative, in law or in equity, or before any arbitrator or Governmental Authority.

"***Affiliate***" of a Person shall mean (i) with respect to an individual, any member of such Person's family (including, without limitation, any child, step child, parent, step parent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law); (ii) with respect to an entity, any officer, director, shareholder (except in the case of Trican Parent), partner of or investor in (except in the case of Trican Parent) such entity or of or in any other affiliate of such entity; and (iii) with respect to any Person, any Person which directly or indirectly controls, is controlled by, or is under common control with such Person.

"***Applicable Accounting Principles***" shall mean with respect to Trican Parent or the Seller Companies, IFRS and with respect to the Buyer Companies, GAAP.

"**Basket**" shall mean $7,500,000, in the aggregate.

"***Bill of Sale and Assignment and Assumption Agreement***" shall mean the bills of sale and assignment and assumption agreement, with respect to certain assets and liabilities of the Seller Companies and Trican Parent, in substantially the form attached hereto as ***Exhibit A***.

"***Books, Records and Files***" shall mean any studies, reports, records (including shipping and personnel records), books of account, invoices, surveys, data (including financial, sales, purchasing, operating data and production data, including any customer and supplier data related thereto), billing records, available credit records, sales and promotional literature, manuals, training materials, computer data, disks tapes, recordings, graphs, drawings, analyses and other writings, marketing plans, customer lists, supplier lists, environmental, health or safety related audits and reports, correspondence and other documents, and other tangible embodiments of any of the foregoing, in any form whether or not specifically listed herein.

"***Bring-down Solvency Opinion***" shall mean an updated "solvency" opinion of Duff & Phelps Corp., dated as of the Closing Date, in a form and substance reasonably satisfactory to Keane Parent (provided that such opinion will be deemed to be acceptable to Keane Parent if it is in the same form and substance as the Solvency Opinion in all material respects) and addressed to Trican Parent, dated as of the Closing Date together with a reliance letter in customary form addressed to Keane Parent.

"***Business***" shall mean the oil field services businesses of the Seller Companies as conducted in the Territory on the date hereof, other than the Excluded Businesses.

"***Business Day***" shall mean any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks in New York, New York or Calgary, Alberta are authorized or required by Law to close.

"***Business Intellectual Property Rights***" shall mean all Intellectual Property Rights owned, used or held for use (including under license from a third party) by any of the Seller Companies, which is used or held for use in the Business (including under license from a third party), including the Purchased Business Intellectual Property.

"***Business Employee***" shall mean any employee of the Seller Companies as of the date hereof, including any such employee who is inactive because of any recognized leave of absence, vacation, holiday or short- or long-term disability.

"***Buyer Employee***" shall mean any employee of the Buyer Companies as of the date hereof, including in all cases any such employee who is inactive because of any recognized leave of absence, vacation, holiday or short- or long-term disability.

"Buyer Leased Real Property" shall mean all of the Real Property that is leased, subleased, licensed, used or occupied by any of the Buyer Companies, but for certainty excludes the Buyer Owned Real Property.

"***Buyer Material Adverse Effect***" shall mean any circumstance, development, change, event, occurrence, state of affairs, or effect that individually or in the aggregate with any other circumstance, development, change, event, occurrence, state of affairs, or effect (a) has had or would reasonably be expected to have a material adverse effect on the business condition of the Buyer Companies (financial or otherwise) or (b) would have a material adverse effect on the consummation of the transactions contemplated hereby by the Buyer Companies; provided, however, that, solely for the purposes of clause (a) in determining the Seller Companies' or Trican Parent's rights pursuant to ***Section 8.1***, none of the following shall be deemed (either alone or in combination) to constitute, and none of the following shall be taken into account in determining whether there has been, a Buyer Material Adverse Effect: (i) changes in conditions in the United States or global economy, commodity prices or capital or financial markets generally, (ii) acts of war or terrorism, or any escalation or worsening of any such acts of war or terrorism threatened or underway as of the date of this Agreement, (iii) changes in general legal, regulatory or political conditions or changes in the Applicable Accounting Principles that, in each case, generally affect industries in which the business of the Buyer Companies is conducted, or (iv) changes in the hydraulic fracturing or oil field services industry that, in each case, generally affect companies in such industry; provided, that the incremental extent of any disproportionate change, event, occurrence, development, effect, condition, circumstance or matter described in clauses (i), (ii), (iii) or (iv) with respect to the business of the Buyer Companies, taken as a whole, relative to other similarly situated businesses in the hydraulic fracturing or oil field services industry may be considered and taken into account in determining whether there has been a Buyer Material Adverse Effect.

"Buyer Owned Real Property" shall mean all Real Property that is owned by any of the Buyer Companies.

"***Class C Profits Interests***" shall have the meaning assigned to it in the Third Amended and Restated Keane Parent LLC Agreement.

"***COBRA***" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and similar state laws.

"***COBRA Aggregate Premium Amount***" shall mean an amount equal to the aggregate amount of applicable premiums paid in respect of each Excluded Employee and each Excluded Employee's M&A Qualified Beneficiaries who elects and pays for COBRA continuation coverage under the group health plans of the Seller Companies; provided that, for this purpose, the applicable premium paid by each such Person shall be deemed to be the maximum premium permitted under 26 CFR 54.4980B-8 (regardless of whether any of the Seller Companies pay or subsidize any cost of such COBRA continuation coverage).

"***Code***" shall mean the Internal Revenue Code of 1986, as amended.

"***Competition Law***" shall mean any Law that prohibits, restricts or regulates actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"***Consent***" shall mean any consent, approval, authorization, waiver, permit, grant, agreement, certificate, exemption, order, registration, declaration, filing, notice of, with or to any Person or under any Law, in each case required to permit the consummation of the transactions contemplated by this Agreement.

"***Contract***" shall mean any written binding agreement, arrangement, purchase order, statement of work, bond, commitment, franchise, indemnity, indenture, instrument, lease or license.

"***Control***" (including, without limitation, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of stock, as trustee or executor, by Contract or credit arrangement or otherwise.

"***Current Assets***" shall mean all Purchased Assets that would be reflected as current assets on a consolidated balance sheet of Seller Companies determined in accordance with the Applicable Accounting Principles, excluding the Seneca Resources Corporation credit and prepaid premiums with respect to the Business Insurance Policies, applied on a basis consistent with the preparation of the Net Working Capital Calculation. For the avoidance of doubt, Current Assets shall exclude cash and cash equivalents.

"***Current Liabilities***" shall mean all Assumed Liabilities that would be reflected as current liabilities on a consolidated balance sheet of Seller Companies determined in accordance with the Applicable Accounting Principles, including Owned Business Real Property Tax accruals and any Liability incurred with respect to the customer credits granted to [NAME REDACTED], but excluding current Liabilities with respect to the Scheduled Capital Leases, Accrued Employee Obligations and the Disclosed Claims, applied on a basis consistent with the preparation of the Net Working Capital Calculation.

"***Data***" shall mean all information and data, whether in printed or electronic form and whether contained in a database or otherwise, of any member of the Seller Companies used or held for use in the Business.

"***Disclosed Claim***" shall mean any matter set forth on ***Annex V-a* –** Disclosed Claims (Buyer Controlled) or ***Annex V-b* –** Disclosed Claims (Seller Controlled).

"***Disclosed Obligations***" shall mean any amounts incurred or owed in connection with the defense, negotiation, judgment or settlement of any Disclosed Claim (including, without limitation, legal expenses incurred by Keane Parent, Buyer, Trican Parent, any of the Seller Companies, or any Affiliates of the foregoing in connection therewith, and including, without limitation, any penalty credits granted to any customer of the Business in connection therewith).

"***Disclosed Obligations Cap***" shall mean $[DOLLAR AMOUNT REDACTED], in the aggregate.

"***EH&S Event***" shall mean any event related to or arising out of an environmental, safety or health matter, including but not limited to, transportation accidents, worker or third party injuries (including, without limitation, sickness, disease or death), well blowouts, damage to property or the environment (including, without limitation, natural resources), Releases or threatened Releases of Hazardous Materials, and actual or alleged violations of Environmental Laws.

"***Employee Benefit Plan***" shall mean any "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and any bonus, deferred compensation, excess benefit, incentive compensation, equity ownership, equity purchase, equity option, phantom equity, equity-based, vacation, paid time off, severance, incentive, commission, retention, change in control, fringe benefit, profit sharing, pension, retirement, welfare, medical, dental, life, disability, death benefit, hospitalization or insurance plan, or other plan, agreement, Contract, policy, program or arrangement whether written or unwritten, qualified or non-qualified, funded or unfunded.

"***Encumbrances***" shall mean any and all liens, adverse claims, options, charges, pledges, security interests, deeds of trust, statutory deemed trusts, encumbrances, rights of first refusal, rights of first offer, rights or restrictions of any kind or nature.

"***Environmental Claim***" shall mean any Action, notice of violation, action, claim, lien, demand, abatement or other Order or directive (conditional or otherwise) by any Governmental Authority or any other Person (including, without limitation, any customer, employee or former employee of any contractor or subcontractor of the Seller Companies) for personal injury (including, without limitation, sickness, disease or death), tangible or intangible property damage, damage to the environment (including, without limitation, natural resources), nuisance, pollution, contamination, trespass or other adverse effects on the environment, or for fines, penalties or restrictions resulting from or based upon (i) the existence, or the continuation of the existence, of a threatened Release or Release (including, without limitation, sudden or non-sudden accidental or non-accidental Releases) of or exposure to, any Hazardous Material, odor or audible noise; (ii) the transportation, storage, manufacture, use, distribution, treatment or disposal of Hazardous Materials; (iii) the violation, or alleged violation, of any Environmental Laws or Environmental Permits; or (iv) any contractual or other obligation to any other Person for or in connection with liability under Environmental Law.

"***Environmental Law***" shall mean any applicable civil or criminal federal, state, local or foreign law (including, without limitation, common law), statute, code, ordinance, rule, regulation, licenses, Environmental Permit or other requirement relating to the environment, natural resources, or occupational health and workplace safety as applicable and in effect at the Effective Time and includes, but is not limited to; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 2601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq., the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Safe Drinking Water Act, 42 U.S.C. § 300F, et seq., and the Occupational Safety and Health Act, 29 U.S.C. §651, et seq., as such laws have been amended or supplemented, and the regulations promulgated pursuant thereto, and all analogous state or local statutes.

"***Environmental Liabilities***" shall mean any and all losses, Liabilities, obligations, damages, fines, penalties, judgments, actions, Claims, costs and expenses (including, without limitation, fees, disbursements and expenses of legal counsel, experts, engineers and consultants and the costs of investigation and feasibility studies, Remedial Actions and cleanup activities) arising from or under any Environmental Law or Environmental Permit or Environmental Claim or any Order or Contract now in effect with any Governmental Authority or other Person relating to environmental matters.

"***Environmental Permit***" shall mean any Business Permit required under any applicable Environmental Law.

"***ERISA***" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" shall mean any entity that would be deemed a "single employer" with an applicable entity under Section 414(b), (c), (m) or (o) of the Code, or Section 4001 of ERISA.

"***Excluded Businesses***" shall mean (a) the Seller Companies' U.S. completion tool installation and supply business, its Geological Services business, and its "Industrial Business," each as described in greater detail on ***Annex II*** hereto; (b) the activities of the Seller Companies' (including with respect to the Business) corporate department, administrative departments and other support functions; (c) the Excluded Field of Use; and (d) subject to the Transition Services Agreement and the Intellectual Property Agreements, which, will govern the providing of certain and Intellectual Property Rights relating thereto, all support functions for the Seller Companies provided by Trican Parent.

"***Excluded Employee Liabilities***" shall mean, other than to the extent included within the Disclosed Claims, Termination Obligations that are not in excess of the Termination Cap and any Stay Bonus Obligations, (i) any Accrued Employee Obligations and any other payments or entitlements that a Seller Company owes to any current or former Business Employee, including severance pay (statutory or otherwise), commissions, post-employment medical or life obligations, pension contributions, insurance premiums or Taxes; (ii) subject to the final sentence of this definition, any Liabilities of any Seller Company with respect to, or payments or entitlements to, any Business Employee arising after the Closing in respect of any stay bonus, change of control payment, retention payment, transaction bonus or similar payment arising as a result of the Transaction, including without limitation, any Stay Bonuses and other Liabilities under the Stay Bonus Agreements in excess of the Stay Bonus Obligations; (iii) any Liability, payment or obligations related to Business Employees, including under, or with respect to, actions under any labor, employment or similar Laws, including any such Liabilities arising under a Seller Benefit Plan, in each case that are incurred or accrued, or that arise prior to the Closing; (iv) any Liability or expense of a Seller Company which arises under or relates to any Seller Benefit Plan, including Liability to any Employee Benefit Plan that is subject to any Law that imposes Liability on a so-called "controlled group" basis, with or without reference to any provision of Section 4001 of ERISA, including by reason of Buyer being deemed successor to a Seller Company under ERISA; and (v) any Liabilities, payments, costs and disbursements incurred in connection with the termination of employment of any Business Employee, regardless of whether or not such Business Employee becomes a Transferred Employee, arising under any Seller Benefit Plan or other severance policy or agreement or under any applicable Law or otherwise; and (vi) any other Liabilities to the extent reserved for on the Financial Statements for any workers' compensation claims, except to the extent included in the calculation of Final Net Working Capital (which Liabilities for certainty are Assumed Liabilities). For the avoidance of doubt, Excluded Employee Liabilities shall not include any severance obligations triggered by the termination of a Transferred Employee post-Closing, which shall be the obligation of Buyer.

"***Excluded Fields of Use***" means (a) the use and sale of the MVP Frac Product to treat proppant (including sand) for dust control except in pressure pumping services in which Buyer or any of its Affiliates is providing the pressure pumping services directly to any of their customers; and (b) the sale of the MVP Frac Product and the TriVert Product except in pressure pumping services in which Buyer or any of its Affiliates is providing the pressure pumping services directly to any of their customers.

"***Financing Sources***" means the Persons that have committed to provide, subject to the terms and conditions set forth in the Debt Financing Commitment, or have otherwise entered into Contracts in connection with, the Debt Financing Commitment or alternative debt financings in compliance with ***Section 5.19*** in connection with the transactions contemplated hereby, together with their respective Affiliates and Representatives involved in the Debt Financing and their respective successors and assigns.

"Fundamental Representations" shall mean (a) the representations and warranties of the Seller Companies contained in ***Sections 4.1*** (***Organization; Corporate Power***), ***4.2*** (***Authorization and Non-Contravention***), ***4.3*** (***Solvency***) and ***4.4(a)*** (***Title to and Sufficiency and Condition of Assets***) and (b) the representations and warranties of the Buyer Companies contained in ***Sections 5.1 (Organization and Company Power)***, ***5.2*** (***Capitalization and Valid Issuance***) and ***5.3*** (***Authorization and Non-Contravention***).

“***GAAP***” shall mean U.S. generally accepted accounting principles applied on a consistent basis.

“***Governmental Authority***” shall mean any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

“***Hazardous Material***” shall mean any substance, material, physical agent, or waste which is defined, listed or regulated by any Governmental Authority, including, without limitation, any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous substance,” “restricted hazardous waste,” “contaminant,” “toxic waste” or “toxic substance” or words of similar import under any provision of Environmental Law, and includes, without limitation, petroleum, petroleum products (including, without limitation, crude oil and any fraction thereof), asbestos, asbestos-containing materials, lead, radon, ionizing and non-iodizing radioactive materials and substances, mold, urea formaldehyde and polychlorinated biphenyls.

“***HSR Act***” shall mean the Hart-Scott Rodino Antitrust improvements Act of 1976, as amended, and the rules and regulations thereunder.

“***HSR Act Notification***” shall mean the Notification and Report Form filed with the Federal Trade Commission and the Antitrust Division of the Department of Justice pursuant to the HSR Act.

“***IFRS***” shall mean International Financial Reporting Standards applied on a consistent basis.

“***Implied Default Valuation***” shall mean the equity valuation of Keane Parent equal to $468,000,000.

“***Indebtedness***” shall mean, without duplication, (a) all obligations of any of the Seller Companies or Buyer Companies, as applicable, for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of any of the Seller Companies or Buyer Companies, as applicable, evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of any of the Seller Companies or Buyer Companies, as applicable, upon which interest charges are customarily paid (excluding current accounts payable in the ordinary course of business consistent with past practices), (d) all obligations of any of the Seller Companies or Buyer Companies, as applicable, under conditional sale or other title retention agreements relating to property acquired by Seller Companies, (e) all obligations of any of the Seller Companies or Buyer Companies, as applicable, in respect of the deferred purchase price of property or services (excluding current accounts payable in the ordinary course of business consistent with past practices not more than 60 days past due), (f) all other indebtedness of the types described herein of other Persons secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property owned or acquired by any of the Seller Companies or Buyer Companies, as applicable, whether or not such indebtedness secured thereby has been assumed, (g) all guarantees by any of the Seller Companies or Buyer Companies, as applicable, of the indebtedness of any other Person, (h) all capital lease obligations (or lease obligations that may be capitalized pursuant to the Applicable Accounting Principles) of any of the Seller Companies or Buyer Companies, as applicable, (i) all obligations, contingent or otherwise, of any of the Seller Companies or Buyer Companies, as applicable, as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of any of the Seller Companies or Buyer Companies, as applicable, in respect of bankers' acceptances, (k) all credits granted by any Seller Company or Buyer Company to any customer for future work to be performed and (l) the aggregate amount of all outstanding checks. The term "***Indebtedness***" shall include the indebtedness of any other entity to the extent any of the Seller Companies or Buyer Companies, as applicable, is liable therefor as a result of its ownership in, or other relationship with, such other entity, except to the extent the terms of such indebtedness provide that any of such Seller Companies or Buyer Companies, as applicable, is not liable therefor.

"***Indemnified Party***" shall mean any Person asserting a claim for indemnification under any provision of ***Section 9***.

"***Indemnifying Party***" shall mean any Person against whom a claim for indemnification is being asserted under any provision of ***Section 9***.

"***Initial Cash Purchase Price***" shall mean $200,000,000.

"***Intellectual Property Rights***" shall mean all intellectual property rights, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention, including all (i) patents and patent applications, including all continuations, divisionals, continuations-in-part, and provisionals and patents issuing on any of the foregoing, and all reissues, reexaminations, substitutions, renewals, extensions and related priority rights of any of the foregoing (collectively, the "***Patents***"), (ii) trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, the "***Trademarks***"), (iii) Internet domain names, (iv) copyrights, works of authorship (including, without limitation, such rights in software) and moral rights, and all registrations, applications, renewals, extensions and reversions of any of the foregoing, (v) mask works and mask sets, and all applications and registrations of any of the foregoing, and (vi) confidential and proprietary information, trade secrets, technology, know-how, databases, inventions (whether patentable or unpatentable and whether or not reduced to practice), formulas, processes, developments and research, designs, circuit block libraries, algorithms, procedures, methods, techniques, technical data, programs, subroutines, specifications, apparatus, creations, improvements and other similar materials.

"***Intellectual Property Agreements***" shall mean, collectively, the Intellectual Property License Agreements and the Intellectual Property Transfer Agreement.

"***Intellectual Property License Agreements***" shall mean (a) the Intellectual Property License Agreement, entered into between Trican Parent and Buyer to, among other things, grant certain licenses to Buyer to use the Seller Business Intellectual Property, in the form attached hereto as ***Exhibit* B** and (b) the Intellectual Property License Agreement, entered into among

Trican Parent, Trican U.S. and Buyer to, among other things, grant certain licenses to Buyer to use the Seller Business Intellectual Property, in the form attached hereto as ***Exhibit* C**.

"***Intellectual Property Transfer Agreement***" shall mean the Intellectual Property Transfer Agreement, entered into between Trican Parent and Buyer to, among other things, transfer the Purchased Business Intellectual Property to Buyer, in the form attached hereto as ***Exhibit D***.

"***IT Systems***" shall mean the computer hardware, data processing systems, computer software, Internet websites and related content, networks and other peripherals used or held for use in the Business or, as applicable, the business of the Buyer Companies.

"***Keane Common Equity Units***" shall mean the Class A Units representing 10% of the total number of the then issued and outstanding common equity units of Keane Parent on a fully diluted basis before taking into account the Class C Profits Interests and the Management Incentive Plan.

"***Law***" shall mean any federal, state, local, municipal or other statute or law (including, without limitation, common law), ordinance, rule, standard, policy, code or regulation and any decree, injunction, judgment, order, ruling, assessments or writ of any applicable Governmental Authority.

"Leased Business Real Property" shall mean all of the Real Property that (a) is used in the Business and (b) is leased, subleased, licensed or occupied by any of the Seller Companies or any of their Affiliates and in each case, that is set forth on Section 4.11 of the Seller Disclosure Schedule, and for certainty excludes Owned Business Real Property.

"***Lender Consents***" shall mean those Consents consenting to the Transaction and including releases of any claims against the Purchased Assets and the Buyer Companies and their Affiliates or any of their respective assets after giving effect to the Transaction relating to any and all Indebtedness of Trican Parent or any of its Affiliates affecting the Business.

"***Liability***" or "***Liabilities"*** shall mean any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, express or implied, primary or secondary, including those arising under any Law, Action or Order and those arising under any Contract (but excluding any future performance obligations under any such Contracts).

"***Lien***" shall mean any lien (including, without limitation, environmental and tax liens), charge, mortgage, pledge, hypothecation, security interest, right-of-way (solely with respect to real property), option, right of first refusal, right of first offer or encumbrance of any kind.

"***M&A Qualified Beneficiaries***" shall have such meaning as provided under Treasury Regulation 54.4980B-9.

"***Management Incentive Plan***" shall mean an incentive plan of up to 15% of the outstanding equity interests of Keane Parent that will dilute each of the members of Keane Parent (including Trican U.S.) on a pro rata basis.

"***Net Working Capital***" shall mean, as of any date of determination, Current Assets minus Current Liabilities calculated in accordance with GAAP.

MVP Frac Product" means product marketed as MVP Frac and all variants thereof in oilfield services as of the Closing Date.

"***Net Working Capital Calculation***" shall mean a sample calculation of Net Working Capital set forth on ***Annex IV*** hereto**.**

"Non-Income Taxes" shall mean Taxes that are not Taxes based on or measured by net income or net receipts, however denominated.

"***Order***" shall mean any decree, injunction, judgment, order, ruling, assessment or writ of any Governmental Authority and any award in any arbitration proceeding.

"***Outside Date***" shall mean March 15, 2016; provided; however, if any Leased Business Real Property Consents scheduled on Section 3.4(d) of the Seller Disclosure Schedule have not been obtained as of March 15, 2016 and each of the other conditions to the obligations of the Parties set forth in ***Section 7*** have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing), then at the option of Keane Parent (in its sole discretion) the Outside Date may be extended to March 30, 2016.

"Owned Business Real Property" shall mean all Real Property that (a) is used primarily in the Business and (b) is owned by any of the Seller Companies or any of their Affiliates.

"***Permitted Encumbrances***" shall mean, with respect to any Person, (i) liens for Taxes not yet due and payable; (ii) statutory or common Law liens to secure landlords, lessors or renters under leases or rental Contracts set forth in Section 4.11 of the Seller Disclosure Schedule, with respect to the Seller Companies and the Buyer Leased Real Property, with respect to the Buyer Companies regarding the premises rented to the extent that no payment or performance under any such lease or rental Contract is in arrears or is otherwise due; (iii) encumbrances in the nature of zoning restrictions, easements, rights or restrictions, in each case, to the extent of record, on the uses of Real Property if the same do not, individually or in the aggregate, adversely affect in any material respect, the property encumbered thereby or, individually or in the aggregate, adversely affect in any material respect, the present ownership, use, operation or enjoyment of such property in the business of such Person as currently conducted; (iv) deposits or pledges made in connection with, or to secure payment for, workers' compensation, unemployment insurance, or programs mandated under applicable Laws set forth on ***Annex III*** (Permitted Encumbrances) hereto; (v) statutory or common Law liens in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies and other like liens, which secure obligations to the extent that payment thereof is not material, in arrears or otherwise due; (vi) the terms and conditions of the Purchased Contracts granting a lien or other encumbrance over Purchased Assets, but only in respect of amounts secured by such liens or encumbrances that are not in arrears or otherwise due and payable; and (vii) any other Encumbrances set forth on ***Annex III*** (Permitted Encumbrances) hereof.

"***Person***" shall mean an individual, a corporation, a joint venture, a trust, an unincorporated organization, a limited liability company or partnership or other entity or a Governmental Authority.

"***Pre-Closing Tax Period***" shall mean any Tax period (or portion thereof) ending on or before the Closing Date.

"Pre-Closing Taxes" shall mean all liability for Taxes imposed on or with respect to the Seller Companies, the Business or the Purchased Assets for any Pre-Closing Tax Period. In the case of Taxes imposed with respect to any Straddle Period, such Taxes shall be allocated to the Pre-Closing Tax Period (i) in the case of Taxes imposed on specific events, such as sales and use Taxes, based on whether such event occurred in the Pre-Closing Tax Period; and (ii) in the case of Taxes imposed on a periodic basis, such as real and personal property Taxes, based on the number of calendar days in the portion of such Straddle Period that ends on and includes the Closing Date relative to the total number of calendar days in such Straddle Period.

"***Purchased Contracts***" shall mean all Scheduled Contracts, Leases and each other Contract acquired pursuant to ***Section 2.1*** and not excluded pursuant to ***Section 2.2.***

"***R&W Insurance Policies***" shall mean, collectively, the R&W Insurance Policy of Buyer and the R&W Insurance Policy of Trican Parent.

"***R&W Insurance Policy of Buyer***" shall mean that certain representations and warranties insurance policy [POLICY NUMBER REDACTED], purchased by the Buyer and issued to the Buyer on January 25, 2016 in respect of this Agreement.

"***R&W Insurance Policy of Trican Parent***" shall mean that certain representations and warranties insurance policy [POLICY NUMBER REDACTED], purchased by Trican Parent and issued to Trican Parent on January 25, 2016 in respect of this Agreement.

"***Real Property***" shall mean all land, buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances relating to the foregoing.

"***Reference Net Working Capital***" shall mean $**61,198,000**.

"***Registered Business Intellectual Property Rights***" shall mean all issued Patents, pending Patent applications, registered Trademarks, pending applications for registration of Trademarks, registered copyrights, pending applications for registration of copyrights, registered mask works, pending applications for registration of mask works and Internet domain names owned, filed or applied for by any of the Seller Companies used primarily to conduct, or relate primarily to, the Business.

"***Release***" shall mean any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration of Hazardous Materials (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) on or into the indoor or outdoor environment or into or out of any property.

"***Remedial Action***" shall mean all actions, including, without limitation, any required or voluntarily actions taken to (i) clean up remove, treat, or in any other way address any Hazardous Material or other substance; (ii) prevent the Release or threat of Release, or minimize the further Release, of any Hazardous Material; (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care; or (iv) correct or otherwise address any non-compliance with Environmental Laws or Environmental Permits.

"***Representatives***" shall mean, with respect to any Person, any member, shareholder, limited partner, general partner, officer, director or employee of, or any investment banker, financing source, accountant, consultant, attorney or other advisor, representative or agent of such Person, but for certainty, in the case of Trican Parent, does not include shareholders.

"***Sand Storage Settlement Liability***" shall mean any Liability incurred in connection with the settlement of *Sand Storage v. Trican Well Service, L.P. and Trilib Mgmt., LLC*, No. 2:13-CV-303 (S.D. Tex. Sept. 30, 2013).

"***Securities Act***" shall mean the Securities Act of 1933, as amended.

"***Seller Business Intellectual Property***" shall mean any Intellectual Property Rights used in the Business as of the Closing Date (other than Purchased Business Intellectual Property) that are owned by Trican Parent or any of the Seller Companies.

"***Seller Material Adverse Effect***" shall mean any circumstance, development, change, event, occurrence, state of affairs, or effect that individually or in the aggregate with any other circumstance, development, change, event, occurrence, state of affairs, or effect (a) has had or would reasonably be expected to have a material adverse effect on the Business or (b) would have a material adverse effect on the consummation of the transactions contemplated hereby; provided, however, that, solely for the purposes of clause (a) in determining Buyer's rights pursuant to ***Section 8.1*** and the condition set forth in ***Section 7.2(a)***, none of the following shall be deemed (either alone or in combination) to constitute, and none of the following shall be taken into account in determining whether there has been, a Seller Material Adverse Effect: (i) changes in conditions in the United States or global economy, commodity prices or capital or financial markets generally; (ii) acts of war or terrorism, or any escalation or worsening of any such acts of war or terrorism threatened or underway as of the date of this Agreement; (iii) changes in general legal, regulatory or political conditions or changes in Applicable Accounting Principles that, in each case, generally affect industries in which the Business is conducted; or (iv) changes in the hydraulic fracturing or oil field services industry that, in each case, generally affect companies in such industry; provided, that the incremental extent of any disproportionate change, event, occurrence, development, effect, condition, circumstance or matter described in clauses (i), (ii), (iii) or (iv) with respect to the Business, taken as a whole, relative to other similarly situated businesses in the hydraulic fracturing or oil field services industry may be considered and taken into account in determining whether there has been a Seller Material Adverse Effect.

"***Services Agreement***" shall mean the Services Agreement entered into between Buyer and Trican U.S., in the form attached hereto as ***Exhibit G***.

“***Solvency Opinion***” shall mean the solvency opinion of Duff & Phelps Corp. addressed to Trican Parent, dated as of the date hereof, together with a reliance letter addressed to Keane Parent.

“***Solvent***” shall mean, when used with respect to any Person, that, as of any date of determination (i) the sum of such Person’s debts is not greater than the Person’s property and assets, at a fair valuation, (ii) the present fair salable value of the Person’s assets is not less than the amount required to pay its probable liabilities on its existing debts (including contingent liabilities) as and when such debts become absolute and matured, (iii) such Person does not have an unreasonably small amount of capital with which to conduct any business or transaction in which it is engaged or is proposed to be engaged, (iv) such Person’s property and assets, at a fair valuation, exceed the sum of its liabilities and stated capital of all classes and (v) such Person does not intend to, and does not believe it will, incur debts beyond its ability to pay as such debts become due. For purposes of this definition, “not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged” and “pay its probable liabilities on its existing debts (including contingent liabilities) as and when such debts become absolute and matured” shall mean that such Person will be able to generate enough cash from operations, asset dispositions or financing, or a combination thereof, to meet its probable obligations as they become due.

“***Straddle Period***” shall mean any Tax period that includes but does not end on the Closing Date.

“***Subsidiary***” shall mean, with respect to any Person, any corporation more than 50% of whose outstanding voting securities, or any partnership, limited liability company, joint venture or other entity more than 50% of whose total equity interest, is directly or indirectly owned by such Person or such Person and one or more other Persons acting in concert.

“***Tangible Personal Property***” shall mean all office equipment, machinery, equipment, supplies, vehicles, tools, spare parts, production supplies, furniture and fixtures and other items of tangible personal property owned by any of the Seller Companies used primarily in connection with ownership, maintenance or operation of the Business.

“***Tax” or*** “***Taxes***” shall mean any federal, provincial, state, local, foreign and other taxes, including without limitation, income taxes, taxes imposed under Section 1374 of the Code, estimated taxes, alternative or add-on minimum taxes, excise taxes, sales taxes, use taxes, franchise taxes, employment and payroll related taxes, withholding taxes, transfer taxes, gross receipts taxes, license taxes, severance taxes, stamp taxes, occupation taxes, premium taxes, windfall profits taxes, environmental taxes (including, without limitation, taxes under Section 59A of the Code), customs duties, capital stock taxes, profits taxes, social security (or similar) taxes, unemployment taxes, disability taxes, real property taxes, personal property taxes, registration taxes, value added taxes, escheat or unclaimed property taxes, or other taxes, charges, fees or assessments of any kind whatsoever and all deficiencies or other additions to tax, interest, fines and penalties owed by it.

“***Tax Return***” shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including, without limitation, any schedule or attachment thereto, and any amendment thereof.

“***Territory***” shall mean the United States (including Alaska and Hawaii), including its territorial waters.

“***Total Recordable Incident Rate***” shall mean the total recordable incidence rate determined in accordance with the U.S. Department of Labor, Bureau of Labor Statics calculations for computing incidence rates for work-related injuries and illnesses.

“***Transaction Documents***” shall mean this Agreement, the Transition Services Agreement, the Intellectual Property Agreements, the Third Amended and Restated Keane Parent LLC Agreement and the other documents to be executed and delivered in connection herewith and therewith.

“***Transition Services Agreement***” shall mean the Transition Services Agreement entered into among Trican Parent, Trican U.S. and Buyer, in the form attached hereto as ***Exhibit E***.

“***Transfer Taxes***” means any sales, purchase, transfer, stamp, documentary stamp, registration, use or similar Taxes (including any interest, fine, penalty or additions to tax imposed by any Governmental Authority in connection with such Taxes).

“***Treasury Regulation***” shall mean the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provision of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, temporary or final Treasury Regulations.

“***TriVert Product***” means product marketed as TriVert and all variants thereof, as of the Closing Date, in oilfield services.

“***Unutilized Equipment***” means that the Tangible Personal Property set out in Section 4.4(c) of the Seller Disclosure Schedule.

“***U.S. EPA RCRA Matter***” shall mean the ongoing U.S. Environmental Protection Agency (“***U.S. EPA***”) investigation concerning Resource Conservation and Recovery Act (“***RCRA***”) violations at the Mathis facility, including its hazardous waste generator status, as set forth in the U.S. EPA Region 6 letter to Trican USA dated April 27, 2015 regarding “Potential RCRA Violations and Opportunity for Settlement” and related correspondence, which investigation has been expanded to Trican U.S.’s facilities located in Odessa, Texas; Springtown, Texas; and Mathis, Texas or may be expanded to additional Trican U.S. facilities, including without limitation all liabilities that arise from the US EPA RCRA Matter, costs to comply with applicable RCRA requirements, and any fines and penalties.

“***WARN***” shall mean the Worker Adjustment and Retraining Notification Act of 1988, and any similar state or local Law.

"***Working Capital Basket***" shall mean the Basket as reduced (but not below $0) on a dollar-for-dollar basis by the aggregate amount of the reasonably expected Losses incurred, or to be incurred, by the Buyer Companies as a result of (x) the additions, supplements or amendments to the Seller Disclosure Schedules pursuant to ***Section 6.18*** and (y) the failure of (i) the Fundamental Representations of Trican Parent and the Seller Companies to be true and correct in all respects upon execution of this Agreement and as of the Closing Date as though made on and as of the Closing Date and (ii) all other representations and warranties of Trican Parent and the Seller Companies to be true and correct in all material respects upon execution of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

1.2. Other Defined Terms. Each of the following terms is defined in the Section set forth opposite such term:

Definition	***Section***

SECTION 2. <u>PURCHASE AND SALE</u>

2.1. Purchase and Sale of the Purchased Assets. Subject to the terms and conditions set forth herein, at the Closing, the Seller Companies shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall, and Keane Parent shall cause Buyer to, purchase from the Seller Companies, free and clear of any Encumbrances other than the Permitted Encumbrances, all of the Seller Companies' right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), and which relate to, or are used or held for use in connection with, the Business (collectively, the "***Purchased Assets***"), including each of the following:

(a) all inventory used primarily in connection with the Business, including those finished goods, raw materials, work in progress, packaging, supplies, parts, components and other inventories;

(b) written Contracts with the customers of the Business (the "***Customer Contracts***") set forth on Section 2.1(b) of the Seller Disclosure Schedule or entered into in connection with the Business during the Interim Period in accordance with ***Sections 6.1*** and ***6.18***;

(c) written Contracts with each supplier of the Business (the "***Supply Contracts***"), a complete and correct list of which, as of the date hereof, is set forth on Section 2.1(c) of the Seller Disclosure Schedule or entered into in connection with the Business during the Interim Period in accordance with ***Sections 6.1*** and ***6.18***; (the "***Scheduled Supply Contracts***");

(d) written Contracts with any other Person relating to the Business (the "***Other Business Contracts***"), a complete and correct list of which, as of the date hereof, is set forth on Section 2.1(d) of the Seller Disclosure Schedule, along with any such Contracts entered into in connection with the Business during the Interim Period in accordance with ***Section 6.1***; (the "***Scheduled Other Business Contracts***" and together with the Customer Contracts and Scheduled Supply Contracts, the "***Scheduled Contracts***");

(e) all Accounts Receivable, and any security, claim, remedy or other similar right associated with the Accounts Receivable;

(f) Intellectual Property Rights that are owned by any of the Seller Companies and used primarily to conduct, or relate primarily to, the Business (the "***Purchased Business Intellectual Property***"), a complete and correct list of which, as of the date hereof is set forth on Section 2.1(f) of the Seller Disclosure Schedule, and in each case, all associated goodwill, including all rights thereunder, remedies against past and future infringement and rights to protection of interests therein under the Laws of all jurisdictions (collectively, the "***Scheduled IP***");

(g) all furniture, fixtures, equipment, machinery, tools, spare parts, vehicles, office equipment, supplies, computers, telephones and other Tangible Personal Property primarily used or primarily held for use in connection with the Business, a complete and correct list of which, as of the date hereof is set forth on Section 2.1(g) of the Seller Disclosure Schedule (collectively, the "***Scheduled Equipment***");

(h) to the extent transferable and reasonably useful, all Business Permits, which are held by any of the Seller Companies and primarily useful for the conduct of the Business, a complete and correct list of which, as of the date hereof is set forth on Section 2.1(h) of the Seller Disclosure Schedule (collectively, the "***Scheduled Permits***");

(i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (other than prepaid Taxes) primarily related to the Business;

(j) all of the Seller Companies' rights, to the extent transferable, under warranties, indemnities and all similar rights against third parties to the extent primarily related to the Business or the Purchased Assets;

(k) copies of all current and historical Books, Records and Files (other than income and similar Tax Returns and related Books, Records and Files), to the extent used in, or related to, the Business; provided, however, that they may be redacted to the extent primarily used in, or related to, the Excluded Assets or Excluded Businesses from Books, Records and Files and similar materials conveyed pursuant to this ***Section 2.1(k)***;

(l) all goodwill and the going concern value of the Business;

(m) all Owned Business Real Property, and any and all rights, contracts, or options to acquire a fee simple interest in real property in connection with the conduct of the Business, a complete and correct list of which is set forth on Section 2.1(m) of the Seller Disclosure Schedule (collectively, the "***Scheduled Business Owned Real Property***");

(n) all Leased Business Real Property, a complete and correct list of which is set forth on Section 2.1(n) of the Seller Disclosure Schedule (collectively, the "***Scheduled Business Leased Real Property***"); and

(o) all rights of any Seller Company with respect to any Action, claim or proceeding against any third party primarily relating to the Business, a complete and correct list of which, as of the date hereof, is set forth on Section 2.1(o) of the Seller Disclosure Schedule.

2.2. Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets of the Seller Companies (collectively, the "***Excluded Assets***"):

(a) cash and cash equivalents;

(b) all Contracts to which any of the Seller Companies or one of their Affiliates is a party or by which any of the Seller Companies or any of their properties or assets may be bound that are not primarily related to the Business, including any customer Contracts that are not Customer Contracts (collectively, the "***Non-Business Contracts***");

(c) all Contracts (other than the Scheduled Contracts and Contracts entered into in connection with the Business during the Interim Period in accordance with ***Section 6.1)***, including the Contracts set forth on Section 2.2(c)) of the Seller Disclosure Schedule (together with the Non-Business Contracts, the "***Excluded Contracts***");

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of any of the Seller Companies;

(e) all Seller Benefit Plans and assets attributable thereto;

(f) the assets, properties and rights specifically set forth on Schedule 2.2(f) of the Seller Disclosure Schedule;

(g) the rights which accrue or will accrue to any of the Seller Companies under this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby;

(h) all intercompany accounts receivable between any of the Seller Companies and any of their Affiliates, or between the Seller Companies;

(i) all rights under warranties, indemnities and all similar rights of Trican Parent or any of their Affiliates other than those specified in ***Section 2.1(i)***;

(j) all of the Business Insurance Policies;

(k) all rights to any Actions of any nature available to or being pursued by the Seller Companies to the extent related to actions or omissions prior to the Closing, whether arising by way of counterclaim or otherwise, other than those relating to the Business, the Purchased Assets or the Assumed Liabilities;

(l) Books, Records and Files that the Seller Companies are required by Law to retain in their possession;

(m) Intellectual Property Rights that are owned by (i) the Trican Parent or (ii) any of the Seller Companies that are not used primarily to conduct, or relate primarily to, the Business, as of the date hereof, including the Intellectual Property Rights set forth on Section 2.2(m) of the Seller Disclosure Schedule, and in each case, all associated goodwill, including all rights thereunder, remedies against past and future infringements and rights to protection interests therein under the Laws of all jurisdictions.

(n) all interests in and to refunds of Taxes relating to Pre-Closing Tax Periods or the Excluded Assets, other than any such refunds relating to the Disclosed Obligations; and

(o) all other property and assets of the Seller Companies to the extent not primarily used in or primarily related to the Business.

2.3. Assumed Liabilities. At the Closing, Buyer shall, and Keane Parent shall cause Buyer to, assume and agree to pay, perform and discharge when due, and indemnify and hold the Seller Companies harmless from and against any and all Losses attributable to, only the Liabilities of the Seller Companies set forth on ***Section 2.3*** of the Seller Disclosure Schedule (the "***Assumed Liabilities***"), including and limited to:

(a) all Liabilities of the Seller Companies arising from or related to the Purchased Contracts;

(b) all Liabilities of the Seller Companies for Disclosed Claims (including reasonable legal expenses incurred by the Buyer Indemnified Parties or Seller Indemnified Parties in defending such claims), subject to Trican Parent's obligations pursuant to ***Sections 6.16*** and ***9.2(d)***;

(c) (i) Non-Income Taxes imposed on or with respect to the Seller Companies, the Business or the Purchased Assets with respect to a Straddle Period to the extent that such Taxes do not constitute Pre-Closing Taxes, and (ii) Taxes imposed solely as a result of a Disclosed Claim (including reasonable legal expenses incurred by the Buyer Indemnified Parties or Seller Indemnified Parties in connection therewith), provided that Trican Parent will reimburse Buyer for such sales and use Taxes until the Disclosed Obligations Cap has been exhausted;

(d) Transfer Taxes incurred in connection with the consummation of the Transaction which the Buyer Companies are responsible for pursuant to ***Section 6.21(a);***

(e) the Environmental Liabilities arising from or related to the Owned Business Real Property and Leased Business Real Property, but only to the extent that such Owned Business Real Property or Leased Business Real Property is a Purchased Asset ("***Included Environmental Liabilities***");

(f) all Liabilities of the Seller Companies arising from or related to the Transferred Employees, other than any Excluded Employee Liabilities, and, without being limited by the foregoing, Buyer's obligations pursuant to ***Section 6.14*** (Employee Matters) hereof, including under any Stay Bonus Obligations pursuant to ***Section 6.14***;

(g) all Liabilities of the Seller Companies arising from or related to the capital leases set forth on Section 2.3(g) of the Seller Disclosure Schedule (the "***Scheduled Capital Leases***");

(h) all Liabilities of the Seller Companies arising from or related to the operating leases set forth on Section 2.3(h) of the Seller Disclosure Schedule (the "***Scheduled Operating Leases***"); and

(i) all Liabilities of the Seller Companies to the extent such Liabilities are included in calculation of the Final Net Working Capital.

Notwithstanding anything to the contrary herein, the Assumed Liabilities shall not include the Excluded Liabilities set forth in ***Section 2.4*** below.

2.4. Excluded Liabilities. At the Closing, Trican Parent and the Seller Companies shall retain, and shall be responsible for paying, performing and discharging when due, and neither Keane Parent, the Buyer Companies nor Buyer shall assume or have any responsibility for, all Liabilities of Trican Parent and the Seller Companies, (other than for the Assumed Liabilities) including the following Liabilities (collectively, the "***Excluded Liabilities***"):

(a) all Liabilities of the Seller Companies or any of their Affiliates to the extent relating to or arising out of the Excluded Businesses or the Excluded Assets or otherwise not related to the Business;

(b) all Liabilities relating to the Seller Benefit Plans;

(c) all Excluded Employee Liabilities;

(d) all Tax Liabilities imposed on or with respect to the Seller Companies, the Business or the Purchased Assets except those specified in ***Section 2.3(c)***;

(e) all Indebtedness of any of Trican Parent, the Seller Companies or any of their Affiliates except for the Scheduled Capital Leases and for the avoidance of doubt, except for any obligations under any of the Scheduled Operating Leases;

(f) all intercompany payables and loans between Trican Parent and any of the Seller Companies and any of their Affiliates, or between the Seller Companies; and

(g) any Liabilities or obligations of the Seller Companies under the Transaction Documents;

(h) all pre-Closing workers compensation Liabilities;

(i) all other Liabilities set forth on Section 2.4(i) of the Seller Disclosure Schedule;

(j) all Environmental Liabilities, other than the Included Environmental Liabilities; including, without limitation, costs for the disposal of (a) all Hazardous Materials associated with the Business that meet the definition of a waste under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or analogous state law, and (b) all waste materials, that, in either case of (a) or (b), as of the Closing Date, have been present for 60 days or more at any of the Owned Business Real Property or Leased Business Property or at any other property at which the Business operates, including without limitation customer sites. Such disposal costs shall include, without limitation, all costs associated with waste characterization, disposal, fines, penalties, notice and manifest requirements, and other requirements under Environmental Law for the proper disposal of such Hazardous Materials and waste materials;

(k) Transfer Taxes incurred in connection with the consummation of the Transaction which Trican Parent and the Seller Companies are responsible for pursuant to ***Section 6.21(a);*** and

in each case, except to the extent such Liabilities are included in the calculation of Final Net Working Capital.

2.5. Third Amended and Restated Keane Parent LLC Agreement. At the Closing, the Second Amended and Restated Limited Liability Company Agreement of Keane Parent shall be amended and restated substantially in the form attached hereto as ***Exhibit F*** (the "***Third Amended and Restated Keane Parent LLC Agreement***"), until thereafter amended, modified or supplemented in accordance with its terms.

SECTION 3. CLOSING AND RELATED MATTERS

3.1. Purchase Price; Issuance of Units; Class C Profits Interest. On the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Purchased Assets and the assumption of the Assumed Liabilities, at the Closing:

(a) Buyer shall, and Keane Parent shall cause Buyer to, pay to Trican U.S. by wire transfer of immediately available funds to a bank account designated by Trican U.S. in writing not fewer than two Business Days prior to the Closing, the Closing Cash Purchase Price. The Final Cash Purchase Price is the Closing Cash Purchase Price, as it may be adjusted in accordance with ***Section 3.6***;

(b) Keane Parent shall, at the direction of Buyer and as a portion of the consideration payable by Buyer for the Purchased Assets, issue to Trican U.S. and Trican U.S. shall acquire from Keane Parent at Buyer's direction, the Keane Common Equity Units; and

(c) Keane Parent shall issue to Trican U.S. the Class C Profits Interests in the amount set out in, and in accordance with, Schedule A to the Third Amended and Restated Keane Parent LLC Agreement.

3.2. Closing Cash Purchase Price.

(a) At least five Business Days prior to Closing, Trican U.S. shall deliver to Keane Parent a certificate, dated as of the date of delivery, setting forth Trican U.S.'s reasonable, good faith estimate of the Closing Cash Purchase Price, including a statement in reasonable detail of the (i) estimated amount of the Net Working Capital as of the Closing (the "***Net Working Capital Estimate***"), calculated in accordance with GAAP and to the extent consistent with GAAP, prepared in a manner consistent with the Net Working Capital Calculation and (ii) the estimated amount of the Working Capital Basket (the "***Working Capital Basket Estimate***"); provided that, if Keane Parent indicates in writing to Trican U.S. at least two Business Days prior to the Closing that it does not agree with Trican U.S.'s calculation of the Net Working Capital Estimate or the Working Capital Basket Estimate, then Keane Parent and Trican U.S. will use commercially reasonable efforts to mutually reconcile such dispute and if any adjustments are made thereto, then the adjusted calculation of the Net Working Capital

Estimate or the Working Capital Basket Estimate, as applicable, as so mutually reconciled, shall be the Net Working Capital Estimate or the Working Capital Basket Estimate, as applicable.

(b) At the Closing, Buyer shall, and Keane Parent shall cause Buyer to, pay to Trican U.S. in cash, by wire transfer of immediately available funds, to the account or accounts designated in writing by Trican U.S. to Buyer at least two Business Days prior to the date of the Closing, an aggregate amount (the "***Closing Cash Purchase Price***") equal to (A) the Initial Cash Purchase Price either plus (B) the amount (if any) by which the Net Working Capital Estimate exceeds the Reference Net Working Capital or minus (B) the amount (if any) by which the Reference Net Working Capital is greater than the sum of the Net Working Capital Estimate and the Working Capital Basket Estimate.

3.3. ***Closing***. Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "***Closing***") to be held at the offices of Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022, at 10:00 a.m. local time, on the fifth Business Day following the satisfaction or waiver of each of the conditions set forth in ***Section 7*** (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing) or at such other place, time or date as Trican Parent and Keane Parent may mutually agree in writing (the day on which the Closing takes place, the "***Closing Date***").

3.4. ***Closing Deliveries by Trican Parent***. At the Closing, Trican U.S. shall deliver to Buyer:

(a) a duly executed counterpart of each Bill of Sale and Assignment and Assumption Agreement;

(b) a duly executed counterpart of each Intellectual Property Agreement;

(c) a duly executed counterpart of the Transition Services Agreement;

(d) evidence reasonably satisfactory to Keane Parent that the Consents identified on Section 3.4(d) of the Seller Disclosure Schedule as being required as a condition of Closing have been obtained;

(e) the certificate required by ***Section 7.2(f)***;

(f) a duly executed counterpart of the Services Agreement;

(g) duly executed assignments of lease, in customary form, conveying each Leased Business Real Property to Buyer or its designated Affiliate;

(h) a duly executed counterpart of the Third Amended and Restated Keane Parent LLC Agreement;

(i) duly executed deeds, in customary form, conveying each Owned Business Real Property to Buyer or its designated Affiliate;

(j) a duly executed certificate from each Seller Company substantially in the form set forth in Treasury Regulations Section 1.1445-2(b)(2)(iv)(b);

(k) evidence reasonably satisfactory to Keane Parent that each of the Lender Consents is in full force and effect and the release of all collateral constituting Purchased Assets has occurred or will occur concurrently with Closing;

(l) a true and correct copy of the Bring-down Solvency Opinion; and

(m) a duly executed copy of any other instrument or agreement, reasonably requested by Buyer.

3.5. Closing Deliveries by Keane Parent. At the Closing, Buyer shall deliver, and Keane Parent shall cause Buyer to deliver to Trican U.S.:

(a) the Closing Cash Purchase Price pursuant to ***Section 3.1***;

(b) a duly executed counterpart of each Bill of Sale and Assignment and Assumption Agreement;

(c) a duly executed counterpart of each Intellectual Property Agreement;

(d) certificates representing the Keane Common Equity Units and the Class C Profits Interests;

(e) a duly executed counterpart of the Transition Services Agreement;

(f) the certificate required by ***Section 7.3(e)***;

(g) a duly executed counterpart of the Services Agreement;

(h) a duly executed assumption of lease by Buyer or its designated Affiliate, in customary form, assuming the Leased Business Real Property from the applicable Seller Company;

(i) a duly executed counterpart of the Third Amended and Restated Keane Parent Agreement; and

(j) a duly executed copy of any other instrument, agreement, or document, reasonably requested by Trican Parent, including for the purposes of complying with any disclosure obligations under applicable Laws.

3.6. Post-Closing Adjustment.

(a) ***Post-Closing Statement***. Keane Parent shall prepare and deliver to Trican U.S., a written statement setting forth the information required by the following sentence (the "***Post-Closing Statement***") within 90 days after the Closing Date. The Post-Closing Statement shall set forth, as of the Closing, (i) Keane Parent's determination of the Net Working Capital Estimate (the "***Buyer's Net Working Capital Estimate***"); (ii) a calculation, in reasonable detail, showing how the Buyer's Net Working Capital Estimate was calculated; (iii) Keane Parent's determination of the Working Capital Basket Estimate ("***Buyer's Estimate of Working Capital Basket***"); (iv) a calculation, in reasonable detail, showing how the Buyer's Estimate of Working Capital Basket was calculated and (v) the Final Cash Purchase Price, if calculated based on the Buyer's Net Working Capital Estimate and taking into account the Buyer's Estimate of Working Capital Basket (the "***Buyer-Calculated Cash Purchase Price***"). The Post-Closing Statement shall be prepared in accordance with GAAP and to the extent in accordance with GAAP, in a manner consistent with the Net Working Capital Calculation.

(b) ***Determination of Final Net Working Capital***. Within 30 days following Keane Parent's delivery of the Post-Closing Statement, Trican U.S. may deliver a written notice to Keane Parent (an "***Objection Notice***"), (i) indicating that Trican U.S. disputes the Buyer's Net Working Capital Estimate or the Buyer's Estimate of Working Capital Basket and (ii) specifying in reasonable detail all disputed items and the basis therefor. The Objection Notice shall be prepared in a manner consistent with GAAP and to the extent consistent with GAAP, the Net Working Capital Calculation. If Trican U.S. does not deliver an Objection Notice within such 30-day period, then the Buyer's Net Working Capital Estimate and the Buyer's Estimate of Working Capital Basket shall be deemed to be the Final Net Working Capital and the Final Working Capital Basket, as applicable. If Trican U.S. delivers an Objection Notice within such 30-day period, then Trican U.S. and Keane Parent shall negotiate in good faith to resolve such dispute. If such dispute is resolved in writing by Trican U.S. and Keane Parent within 30 days following receipt by Keane Parent of the Objection Notice, then the Buyer's Net Working Capital Estimate, as adjusted to reflect the results of such resolution, shall be deemed to be the Final Net Working Capital. If such dispute is not resolved in writing by Trican U.S. and Keane Parent within such 30-day period, then Trican U.S. and Keane Parent jointly shall engage the Accounting Firm, acting as an expert and not as an arbitrator, to resolve only such remaining disputed amounts. The Accounting Firm shall only decide the specific items under dispute by the Parties as indicated in the Objection Notice. As promptly as practicable thereafter, and in no event later than 30 days thereafter, Trican U.S. and Keane Parent shall (i) each prepare and submit a presentation to the Accounting Firm detailing each Party's complete statement of proposed resolution of the dispute and (ii) instruct the Accounting Firm, acting as an expert and not an arbitrator attempting to reach an acceptable compromise, to render a decision resolving the matters in dispute, in accordance with GAAP and the applicable terms hereof, including the Net Working Capital Calculation, within ten days of the submission of such matters to the Accounting Firm. The Accounting Firm shall not assign a value to any item in dispute greater than the greatest value for such item assigned to it by Trican U.S., on the one hand, or Keane Parent, on the other hand, or less than the smallest value for such item assigned to it by Trican U.S., on the one hand, or Keane Parent, on the other hand. The Accounting Firm shall apply GAAP to the specific items in dispute, and shall have no authority or power to alter, modify, amend, add to or subtract from any term or provision of GAAP or the terms of this Agreement. None of the Parties or any of their respective Representatives shall have any ex parte communications or meetings with the Accounting Firm regarding the matters in dispute without the other Party's or Parties' prior written consent, and any written communications with the Accounting Firm by any Party shall be contemporaneously delivered to the other Party. All determinations made by the Accounting Firm will be final, conclusive and binding on the Parties. The Buyer's Net Working Capital Estimate and the Buyer's Estimate of Working Capital Basket, each as modified by the determinations of the Accounting Firm, shall be deemed to be the Final

Net Working Capital and the Final Working Capital Basket, as applicable. The fees and expenses of the Accounting Firm shall be borne in the same proportion that the aggregate dollar amount of such remaining disputed items so submitted to the Accounting Firm that are unsuccessfully disputed by Trican U.S., on the one hand, and Keane Parent, on the other hand, as finally determined by the Accounting Firm, bears to the total dollar amount of such remaining disputed items so submitted. All determinations made by the Accounting Firm will be final, conclusive and binding on the Parties (absent fraud). By way of example only, if closing accounts receivable is the only disputed item submitted to the Accounting Firm, and Trican U.S. claims that closing accounts receivable is $1,000, and Buyer contests only $500 of the amount claimed by Trican U.S., and if the Accounting Firm ultimately resolves the dispute by awarding Trican U.S. $300 of the $500 contested, then the costs and expenses of the Accounting Firm will be allocated 60% (i.e., 300 ÷ 500) to Keane Parent and 40% (i.e., 200 ÷ 500) to Trican U.S. The Net Working Capital as finally determined in accordance with this ***Section 3.6(b)*** is referred to herein as the "***Final Net Working Capital***" and the Working Capital Basket as finally determined in accordance with this ***Section 3.6(b)*** is referred to herein as the "***Final Working Capital Basket***".

(c) ***Access***. For purposes of complying with the terms set forth in this ***Section 3.6(c)***, the Seller Companies and Trican Parent, on the one hand, and the Buyer Companies, on the other hand, shall cooperate with and make available to the other Party or Parties, as applicable, and their respective Representatives all information, records and data, and shall permit access to its personnel, as may be reasonably required in connection with the preparation and analysis or review of the Post-Closing Statement, the Objection Notice and the Parties' attempt at a resolution (in any case, subject to the execution of customary access letters, if requested, with respect to the work product of a Party's independent accountant); provided that such access shall be in a manner that does not interfere with the normal business operations of the Seller Companies, the Business or the Buyer Companies.

(d) ***Purchase Price Adjustment***. Within five Business Days after the final determination of Final Net Working Capital and the Final Working Capital Basket, each pursuant to this ***Section 3.6***, (i) if the Final Cash Purchase Price exceeds the Closing Cash Purchase Price, then Keane Parent shall, or shall cause Buyer to, pay to Trican U.S. such excess, by wire transfer of immediately available funds to the account or accounts designated in writing by Trican U.S. for such purpose, and (ii) subject to ***Section 3.8***, if the Closing Cash Purchase Price exceeds the Final Cash Purchase Price, then Trican U.S. shall pay to Keane Parent or Buyer such excess, by wire transfer of immediately available funds to the account designated in writing by Keane Parent for such purpose. The "***Final Cash Purchase Price***" shall mean the aggregate amount equal to (A) the Initial Cash Purchase Price either plus (B) the amount (if any) by which the Final Net Working Capital exceeds the Reference Net Working Capital or minus (B) the amount (if any) by which the Reference Net Working Capital is greater than the sum of the Final Net Working Capital and the Final Working Capital Basket.

3.7. Purchase Price Allocation.

(a) Within 30 Business Days of the determination of the Final Net Working Capital in accordance with the provisions of ***Section 3.6(b)***, Buyer shall provide to Trican Parent an allocation of the Final Cash Purchase Price among the Purchased Assets (the

"***Allocation***"). The Allocation shall be prepared by Keane Parent in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Trican Parent shall be entitled to review and comment on such schedule for 30 Business Days, and Keane Parent shall consider such comments in good faith. Thereafter, Keane Parent shall provide to Trican Parent Keane Parent's final allocation schedule.

(b) Each of Trican Parent and the Seller Companies, on the one hand, and Keane Parent and the Buyer, on the other hand, shall (i) be bound by the Allocation for purposes of determining Taxes and (ii) prepare and file, and cause its Affiliates to prepare and file, its Tax Returns on a basis consistent with the Allocation. Neither Trican Parent, the Seller Companies, Keane Parent, nor the Buyer shall take any position inconsistent with the Allocation in any Tax Return, in any refund claim, in any litigation, or otherwise unless required by a final determination by an applicable taxing authority.

3.8. Reduction to Keane Common Equity Units. If Trican Parent or the Seller Companies fail to pay, or cause to be paid, as applicable, any amounts owed to Keane Parent or Buyer pursuant to ***Sections 3.6(d)(ii), 6.16*** or ***9***, Keane Parent may deliver a notice in accordance with ***Section 10.6*** to Trican Parent to that effect. If Trican Parent or the Seller Companies fail to pay, or cause to be paid, as applicable, any such amounts within 10 days from the date of receipt of such notice, or 30 days from the date of final resolution or determination of a dispute between Keane Parent or Buyer, on the one hand, and Trican Parent or the Seller Companies, on the other hand, in respect of such amounts, whichever is later (the "***Final Payment Date***"), then Trican U.S.'s Keane Common Equity Units will immediately and automatically be reduced on a dollar-for-dollar basis based on the Implied Default Valuation equal to such amounts paid by, or due to, Keane Parent or Buyer; provided that at least 10 days prior to the Final Payment Date, Keane Parent will provide a written notice to Trican Parent and Trican U.S. setting forth the calculation of any such adjustment and the number of Keane Common Equity Units owned by Trican U.S. (and the fully diluted percentage ownership thereof) after taking into account any adjustment in accordance with this ***Section 3.8***.

3.9. Tax Treatment of Consideration. The Parties intend, for U.S. federal income tax purposes, that the transactions described in ***Section 2.1*** be treated as follows: (i) in part as if Trican U.S. contributed an undivided interest in the Purchased Assets to Buyer in exchange for the Keane Common Equity Units in a transaction consistent with the requirements of Section 721(a) of the Code, to the extent applicable, and (ii) in part as if Trican U.S. received a distribution from Buyer of the Final Cash Purchase Price as a disguised sale of an undivided interest in the Purchased Assets subject to treatment under Section 707(a) of the Code and its implementing Treasury Regulations. The Parties shall not take a position that is inconsistent with the foregoing provisions of this ***Section 3.9*** in any Tax Return, or otherwise in respect of any Tax matter, unless otherwise required by applicable Law.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF TRICAN PARENT AND THE SELLER COMPANIES.

In order to induce Keane Parent and Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, each of Trican Parent and the Seller Companies, jointly and severally, make to Keane Parent and Buyer, the representations and warranties contained in this ***Section 4*** as of the date hereof and as of the Closing Date (except for those representations and warranties made as of a specific date, which shall be made only as of such date), which representations and warranties are subject to the qualifications and exceptions set forth in the disclosure schedule delivered to Keane Parent and Buyer prior to the execution of this Agreement (the "***Seller Disclosure Schedule***"). Each exception set forth in the Seller Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual section of this Agreement and shall be deemed to qualify the particular section or sections of ***Section 4*** specified for such item, unless there is an explicit and reasonably specific cross-reference to another section or sections of ***Section 4***, in which case such exception shall also be deemed to qualify such other section or sections. References herein to the "***knowledge***" or "***awareness***" of the Seller Companies or Trican Parent shall mean the actual knowledge of Dale Dusterhoft, Mike Baldwin, Jim McKee, Don Luft, Sam Daniel, Bonita Croft and Mehgan Wichuk, after due inquiry.

4.1. Organization; Corporate Power. Each of Trican Parent and the Seller Companies is a legal entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Each of Trican Parent and the Seller Companies has all required corporate, limited partnership or similar power, as applicable, and authority to own, lease, or otherwise hold the Purchased Assets and to carry on the Business as presently conducted, to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party. The copies of the organizational documents of each of Trican Parent and the Seller Companies that have been furnished to Buyer by the Seller Companies prior to the date hereof are correct and complete as of the date hereof. Other than the Seller Companies, no other Person that is an Affiliate of Trican Parent has any right, title or interest in any asset that would constitute a Purchased Asset if such Person were a Seller Company hereunder. Each of the Seller Companies is duly qualified to do business as a foreign corporation, limited liability company or partnership, as applicable, in each jurisdiction where such qualification is required, except where the failure to so qualify would not, in the aggregate, be material.

4.2. Authorization and Non-Contravention. This Agreement is, and, upon execution and delivery by Trican Parent and the Seller Companies pursuant to the terms hereof, all Transaction Documents required to be executed and delivered by Trican Parent and the Seller Companies pursuant hereto at Closing will be, valid and binding obligations of the Seller Companies, enforceable against Trican Parent and each of the Seller Companies, as applicable, in accordance with their respective terms. The execution, delivery and performance of this Agreement and all other Transaction Documents by Trican Parent and each of the Seller Companies have been duly authorized by all necessary corporate or limited partnership action, as applicable, and shareholder or partnership action, as applicable, of Trican Parent and each of the Seller Companies, and no other corporate or limited partnership proceedings, as applicable, on the part of Trican Parent or any of the Seller Companies are necessary to authorize or approve this Agreement and the Transaction Documents. The Transaction does not constitute a sale of all or substantially all of Trican Parent's assets, as determined in accordance with the applicable Law. No vote of the holders of any class or series of capital stock of Trican Parent or any of its Affiliates is necessary to approve this Agreement or the Transaction. Except as set forth in Section 4.2 or 4.5 of the Seller Disclosure Schedule, and except for compliance with the applicable requirements of the HSR Act, neither the execution, delivery and performance by Trican Parent or any of the Seller Companies of this Agreement and all Transaction Documents, nor the consummation of the Transaction will (i) violate or result in a violation of, conflict with or constitute or result in a violation of or default (whether after the giving of notice, lapse of time or both) or loss of benefit under any provision of the articles of incorporation, operating agreement, limited partnership agreement, bylaws or similar organizational document of Trican Parent or any of the Seller Companies, or cause the creation of any Encumbrance upon any of the Purchased Assets; (ii) violate, conflict with or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of any Law or any Order applicable to Trican Parent or any of the Seller Companies; (iii) require from Trican Parent or any of the Seller Companies any notice to, declaration or filing with, or consent or approval of any Governmental Authority or other Person; or (iv) violate or result in a violation of, or conflict with or constitute or result in a violation of or default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of termination of, any Business Permit, other than, in the case of clauses (ii), (iii) and (iv), such violations, conflicts, defaults or encumbrances that would not, individually or in the aggregate, reasonably be material.

4.3. Solvency. After giving effect to the Transaction, including the assumption of the Assumed Liabilities, retention of the Excluded Liabilities, payment of all amounts required to be paid in connection with the consummation of the Transaction, and payment of all related costs, fees and expenses, Trican Parent and its Subsidiaries (on a consolidated basis) will be Solvent as of the Closing Date and immediately after the consummation of the Transaction, and Trican Parent has delivered to Keane Parent a true and correct copy of the Solvency Opinion.

4.4. Title to and Sufficiency and Condition of Assets.

(a) Except as set forth in Section 4.4(a) of the Seller Disclosure Schedule, and except as would not, individually or in the aggregate, reasonably be expected to be material, and other than the Permitted Encumbrances, the Seller Companies have good, valid and marketable title to each of the Purchased Assets, including the Tangible Personal Property, a complete and correct list (other than immaterial exceptions) of which, as of the date hereof is set forth on Section 4.4(a) of the Seller Disclosure Schedule (the "***Scheduled Purchased Assets***").

(b) Section 4.4(b) of the Seller Disclosure Schedule sets forth a complete and correct list of the Scheduled Purchased Assets other than the Unutilized Equipment.

(c) Except for the Unutilized Equipment, a complete and correct list (other than immaterial exceptions) of which, as of the date hereof is set forth in Section 4.4(c) of the Seller Disclosure Schedule, all of the Purchased Assets are in good operating condition and repair, subject to normal wear and maintenance, and are usable in the ordinary course of business consistent with the Seller Companies' past practices.

(d) The cost of carrying out all maintenance and repair operations necessary to bring the Unutilized Equipment into good operating condition and repair and usable in the ordinary course of business consistent with the Seller Companies' past practices, will not exceed $4,750,000 in the aggregate.

(e) The Purchased Assets, taken together with the services, assets and rights to be provided hereunder or under the Transaction Documents, the Excluded Assets and the Excluded Business, constitute, all of the properties, rights, tangible and intangible assets necessary to operate the Business.

4.5. Consents of Purchased Contracts. Except as disclosed on Section 4.5 of the Seller Disclosure Schedule, and except for notices of assignment required to be delivered on a post-closing basis, neither the execution, delivery and performance by Trican Parent or any of the Seller Companies of this Agreement or any other Transaction Documents, nor the consummation of the Transaction, will (i) require from Trican Parent or any of the Seller Companies any notice to, declaration or filing with, or consent or approval of any Person or (ii) violate or result in a violation of, or conflict with or constitute or result in a violation of or default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of termination of, any of the Material Contracts. Trican Parent has delivered to Keane Parent true and correct copies of the Lender Consents, which Consents have not been amended, modified or revoked and are in full force and effect.

4.6. Inventory. All inventory of the Business is, in all material respects, of a quantity and quality consistent with the quantity and quality levels maintained in the ordinary course of business consistent with the Seller Companies' past practice.

4.7. Business Financial Statements.

(a) (i) Trican Parent has delivered to Keane Parent the unaudited balance sheets and income statements of Trican Well Service, L.P. as of and for the fiscal year ended December 31, 2014 and as of and for monthly periods ended October 31, 2015 (such latter date being the "***Recent Financial Statements Date***", and such financial statements, together with the Interim Business Financial Statements, the "***Business Financial Statements***"). The Business Financial Statements have been, and in the case of the Interim Business Financial Statements will be, prepared in accordance with the Applicable Accounting Principles and fairly present, and in the case of the Interim Business Financial Statements will fairly present, the financial condition and results of operations of the Business as of the respective dates of and for the periods referred to therein. The Business Financial Statements give effect to the exclusion of the Excluded Businesses and their respective assets, liabilities and results of operation.

(b) Neither the Seller Companies nor any of their Subsidiaries has any Liabilities (whether known or unknown) pertaining to the Business, and there is no existing condition, situation or set of circumstances which is reasonably expected to result in such Liabilities, except Liabilities pertaining to the Business (i) reflected or reserved against on the balance sheet of the Business as of the Recent Financial Statements Date included in the Business Financial Statements; or (ii) incurred after the Recent Financial Statements Date in the ordinary course of business consistent with past practice.

(c) There are no off-balance sheet arrangements of any type (including any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act) pertaining to the Business.

(d) Neither Trican Parent nor the Seller Companies nor any of their Subsidiaries nor any director or executive officer thereof has, and to the knowledge of Trican Parent or any of the Seller Companies, no other officer, employee or accountant of Trican Parent or any of the Seller Companies or any of its Subsidiaries has, received any material complaint, allegation, assertion or claim, in writing that Trican Parent or any of the Seller Companies or any of their Subsidiaries has engaged in improper, illegal or fraudulent accounting or auditing practices pertaining to the Business. Except as provided in Section 4.7(d) of the Seller Disclosure Schedule, to the knowledge of the Seller Companies, no attorney representing Trican Parent or any of the Seller Companies or any of their Subsidiaries has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar material violation by Trican Parent or any of the Seller Companies or their Subsidiaries or any of their respective officers, directors, employees or agents pertaining to the Business to the board of directors or any committee thereof or to any director or officer of Trican Parent or the Seller Companies or their Subsidiaries.

4.8. Accounts Receivable.

(a) Except as would not, individually or in the aggregate, reasonably be expected to be material, each of the accounts receivable of the Business as set forth in the Financial Statements (to the extent applicable) or arising since the date thereof (collectively, the "***Accounts Receivable***") has arisen solely out of bona fide sales and deliveries of goods, performance of services and other business transactions in the ordinary course of business consistent with the Seller Companies' past practices, and is not subject to valid defenses, set-offs or counterclaims except as expressly reserved against such Account Receivable in the Business Financial Statements. Except as would not, individually or in the aggregate, reasonably be expected to be material, and except as included as a Disclosed Claim, no account debtor or note debtor of any Account Receivable has refused or, to the knowledge of Trican Parent or the Seller Companies, threatened to refuse, to pay any material obligations for any reason, or has otherwise made a claim of set-off or similar claim and no account debtor or note debtor of any material Account Receivable is, to the knowledge of Trican Parent or the Seller Companies, insolvent or bankrupt.

(b) Section 4.8(b) of the Seller Disclosure Schedule sets forth an aging list as of October 31, 2015 of all Accounts Receivable in excess of $50,000, which list is complete and accurate in all material respects as of the Recent Financial Statements Date.

4.9. Absence of Certain Developments. Except as expressly contemplated by this Agreement, (a) since the Recent Financial Statements Date, there has not been any state of facts, change, development, event, effect, condition or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, and (b) between the Recent Financial Statements Date and the date hereof, neither Trican Parent nor any of the Seller Companies has taken any action that, if taken after the date of this Agreement without the prior written consent of Keane Parent, would constitute a breach of ***Section 6.1***.

4.10. Affiliate Transactions. Except as set forth on Section 4.10 of the Seller Disclosure Schedule, (a) no director, officer, or employee of any of the Seller Companies is a party to any Contract or transaction with any of the Seller Companies relating to the Business,

(b) no director, officer, or employee of Trican Parent or any other Subsidiary or Affiliate of Trican Parent is a party to any Contract or transaction with any of the Seller Companies relating to the Business, or (c) neither Trican Parent nor any of its Affiliates is a party to any Contract or transaction with any of the Seller Companies relating to the Business (each, an "***Affiliate Transaction***").

4.11. Properties.

(a) Section 4.11(a) of the Seller Disclosure Schedule lists all Owned Business Real Property and Section 4.11(b) of the Seller Disclosure Schedule lists all Leased Business Real Property. The applicable Seller Company has good, valid, marketable and insurable title to or, valid and subsisting leasehold or license interests in, free and clear of all Liens or Encumbrances (except for Permitted Encumbrances), the Owned Business Real Property and Leased Business Real Property, as applicable. All Leased Business Real Property is held under good, valid, marketable and insurable title or valid leasehold or license interest, as applicable, subject only to Permitted Encumbrances and such exceptions as would not, individually or in the aggregate, reasonably be expected to be material to the value or use of the property. There is no action pending, or to the knowledge of Trican Parent and the Seller Companies, threatened, that if adversely determined would interfere, in any material respect, with the quiet enjoyment by the Seller Companies of any such leasehold or license. Except as set forth in Section 4.11(c) of the Seller Disclosure Schedule, and except for the Permitted Encumbrances, no third party has any rights to occupy or otherwise use any portion of the Owned Business Real Property and/or the Leased Business Real Property.

(b) With respect to each item of Owned Business Real Property, (i) there are no outstanding claims made by or against the Seller Companies with respect to title or ownership of the Owned Business Real Property, (ii) no Governmental Authority or other Person has commenced to exercise the power of eminent domain or a similar power with respect to all or any part of the Owned Business Real Property and there are no pending or, to the knowledge of Trican Parent and the Seller Companies, threatened, and none of the Seller Companies have received notice of any pending or threatened, condemnation or eminent domain proceedings that affect any Owned Business Real Property, (iii) such Owned Business Real Property is in material compliance with all applicable Laws, including, without limitation, zoning ordinances, (iv) there are no pending or, to the knowledge of Trican Parent and the Seller Companies, threatened, and none of the Seller Companies have received notice of any pending or threatened, fire, health, safety, building, zoning, tax certiorari or other land use regulatory proceedings, lawsuits or administrative actions relating to any portion of the Owned Business Real Property, which, if adversely determined could materially adversely affect the current use, occupancy or value thereof; and (v) none of the Seller Companies have received notice of any pending or threatened special assessments or special assessment proceedings affecting any portion of the Owned Business Real Property.

(c) Except as would not reasonably be expected to have a Seller Material Adverse Effect, each parcel of Owned Business Real Property (i) has adequate rights of access to dedicated public ways or reciprocal easements and adequate utility service, sanitary service and drainage service to service the Real Property for its intended use and all public utilities necessary for the use and enjoyment of the Real Property are located either in the public right-of-way abutting the Real Property (which are connected so as to serve such Real Property without passing over other property) or in recorded easements serving the Real Property; (ii) is in good order and repair and structurally sound in all material respects; (iii) has all necessary occupancy and other certificates and permits, municipal and otherwise, for the lawful use and occupancy of the Real Property for the Business, which occupancy and other certificates and permits are valid and in full force and effect; (iv) is in material compliance with all written notes or notices of violation of any applicable Law against or affecting such Real Property; (v) does not have any outstanding correcting work orders issued to the Seller Companies from any Governmental Authority or any insurance company; and (vi) to the knowledge of Trican Parent and the Seller Companies, does not have any pending or proposed special or other assessments for public improvements or otherwise affecting such Real Property (nor are there any contemplated improvements to the Real Property that may result in such special or other assessment).

(d) Seller Companies have made available to Keane Parent copies of each deed for each parcel of Owned Business Real Property and all title insurance policies, all underlying current title documents and surveys relating to the Owned Business Real Property.

(e) Seller Companies have delivered to Keane Parent true, correct and complete copies of all leases, subleases, licenses or occupancy agreements, including any amendments or modifications thereto, pursuant to which the Leased Business Real Property is leased, subleased or otherwise occupied by the Seller Companies (or, if oral, written summaries thereof) (collectively, the "***Leases***"). Each of the Leases is a valid and binding agreement of the applicable Seller Company or its applicable Affiliate party thereto, and is in full force and effect, and neither the Seller Companies nor to the knowledge of Trican Parent and the Seller Companies, as of the date hereof, any other party thereto, is in default or breach in any respect under the terms of any such Lease.

4.12. Certain Contracts and Arrangements. Section 4.12 of the Seller Disclosure Schedule contains a complete and accurate list of any Contract primarily related to the Business other than the Excluded Contracts which, as of the date hereof, meets one or more of the below categories (each being a "***Material Contract***"), each of which the Seller Companies have provided to Keane Parent a true and correct copy of:

(a) a Contract involving a potential commitment or payment by any of the Seller Companies in excess of $50,000;

(b) a Supply Contract, each of which is set forth on the Section 2.1(c) of the Seller Disclosure Schedule;

(c) a Customer Contract, each of which is set forth on Section 2.1(b) of the Seller Disclosure Schedule;

(d) a Contract involving an unperformed commitment in excess of $50,000 that is not cancelable by the Seller Companies without penalty on not less than 90 days' notice;

(e) a Contract containing (i) covenants limiting in any respect the freedom of the Seller Companies to compete in any line of business or with any Person or entity or engaging in any particular business activities or (ii) minimum commitment, exclusivity, "most favored nation" or similar provisions;

(f) a Contract relating to the inbound licensing of third party Intellectual Property Rights that primarily relates to the Business (the "***Business Intellectual Property Contracts***");

(g) an indenture, mortgage, promissory note, loan agreement, guaranty or other Contract or commitment in respect of Indebtedness or any pledge or security Contract, except for credit with vendors in the ordinary course of business consistent with the Seller Companies' past practices;

(h) a joint venture, partnership, manufacturer or development Contract or Contract which involves a sharing of revenues, profits, losses, costs or liabilities by any of the Seller Companies with any other Person;

(i) an acquisition, merger or similar Contract or other Contract relating to the acquisition or disposition of equity interests or assets of any Person (other than Contracts in respect of the purchase of assets in the ordinary course of business consistent with the Seller Companies' past practice that, individually and in the aggregate, are not material);

(j) a management, consulting, non-competition or employment agreement or other binding agreement or commitment to enter the same;

(k) a collective bargaining Contract or other Contract with any labor union or other employee representative of a group of employees; or

(l) any other Contract not entered into in the ordinary course of business consistent with the Seller Companies' past practices.

The Material Contracts are valid and are in full force and effect and constitute legal, valid and binding obligations of the applicable Seller Company party thereto and, to the knowledge of Trican Parent and the Seller Companies, of the other parties thereto, and, assuming the other parties thereto have validly authorized, executed and delivered such Material Contracts, are enforceable in accordance with their respective terms, subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other Laws affecting the enforcement of the rights of creditors and others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the courts. As of the date hereof, none of the Seller Companies has any knowledge of any notice or threat to terminate, cease performance of or amend in a manner adverse to the Seller Companies, any such Material Contracts. None of the Seller Companies is in breach of or default under any such Material Contract and no condition or event or fact exists that, with notice, lapse of time or both, could constitute a breach or default thereunder on the part of the Seller Companies under any such Material Contract and, as of the date hereof, to the knowledge of the Seller Companies, no other party is in material breach of or default under any such Material Contract.

4.13. Financial Assurances. Section 4.13 of the Seller Disclosure Schedule sets forth each guarantee, surety bond, letter of credit, letter of comfort, bid bond, performance bond and other financial assurance arrangement or commitment obtained or entered into by any of the Seller Companies for the benefit of the Business.

4.14. Intellectual Property.

(a) Section 4.14(a) of the Seller Disclosure Schedule contains a complete and accurate list of all Registered Business Intellectual Property Rights. Except as set forth in Section 4.14(a)(7) of the Seller Disclosure Schedule (by reference to the applicable subsection below):

(1) Trican Parent and the Seller Companies have the right to grant the license and right to use the Intellectual Property Rights as set forth in each of the Intellectual Property License Agreements.

(2) None of the Seller Companies have received any notice alleging that any of the Registered Business Intellectual Property Rights is invalid, unenforceable, unpatentable, unregisterable, cancelable, not owned or not owned exclusively by any of the Seller Companies. To the knowledge of the Seller Companies, no valid basis for any such allegations exists.

(3) The Seller Companies have good and valid title to, and have the right to use and otherwise exploit the Purchased Business Intellectual Property, and following the Closing, Buyer will have such title and rights in and to, the Purchased Business Intellectual Property in substantially the same manner as used or otherwise exploited by the Seller Companies in the Business as presently conducted.

(4) The Seller Companies have not received any notice or claim challenging the Seller Companies' right to use any of the Purchased Business Intellectual Property. No Purchased Business Intellectual Property material to the Business is subject to any outstanding Order against Trican Parent or any of the Seller Companies or Contract restricting the use, sale or exploitation thereof by the Seller Companies or the Buyer.

(5) Trican Parent and the Seller Companies own all right, title and interest in and to, or otherwise possess valid licenses or other rights to use, all Intellectual Property Rights necessary for the operation of the Business as presently conducted or as was conducted during the previous 12 months, including, without limitation, the right to use the "Trican" name and trademark in connection with the Business.

(6) To the knowledge of Trican Parent and the Seller Companies, the Seller Companies are not infringing upon, misappropriating or otherwise violating any Intellectual Property Rights of any third party in the conduct of the Business, and there are no unresolved pending or threatened actions or claims that allege that any of the Seller Companies has infringed, misappropriated or otherwise violated the Intellectual Property Rights of any third party in the conduct of the Business.

(7) Except as set forth in Section 4.14(a)(7) of the Seller Disclosure Schedules, to the knowledge of Trican Parent and the Seller Companies, no third party is infringing or otherwise violating the Business Intellectual Property Rights in the Territory, and

there are no unresolved pending or threatened actions or claims that challenge or otherwise question the validity of Business Intellectual Property owned by any of the Seller Companies.

(8) The IT Systems to be used to provide services under the Transition Services Agreement are adequate in all material respects for the current requirements of and use in the Business, including in terms of functionality, capacity and performance. Neither Trican Parent nor the Seller Companies have in the last twenty-four months experienced a failure, virus or bug in, or breakdown of, any part of the IT Systems which has caused material disruption or interruption to its use by any of the Seller Companies.

(9) To the knowledge of Trican Parent and the Seller Companies, the use of the Data by the Seller Companies in connection with the Business does not infringe or violate the rights of any person or otherwise violate any Law. The Seller Companies have taken all reasonable and customary measures consistent with generally accepted industry practices and applicable Laws to collect and protect the privacy of such Data that pertains to its customers and business partners, and, to the knowledge of Trican Parent and the Seller Companies, there have been no security breaches with respect to such Data or Data loss, including unauthorized access to or unauthorized use of any nonpublic personal information.

4.15. Litigation. Other than the Disclosed Claims and except as set forth in Section 4.15(a) of the Seller Disclosure Schedule, as of the date hereof, there is no Action pending or, to the knowledge of the Seller Companies, threatened, against the Seller Companies or the Business that involves a claim of $50,000 or more or is otherwise material to the Business. Except as set forth in Section 4.15(b)of the Seller Disclosure Schedule, none of the Seller Companies or the Business is subject to any Order related to the Business that, individually, or in the aggregate, has had or would reasonably be expected to be material. Except as disclosed in Section 4.15(c) of the Seller Disclosure Schedule, none of the Seller Companies has received or been the subject of any legal demand letter, administrative inquiry or formal or informal complaint or legal claim from, or under the jurisdiction of, any Governmental Authority that includes any allegations alleging any material violation of the Law by, or any improper business practice of, the Seller Companies or otherwise in respect of the Business.

4.16. Labor Matters.

(a) Section 4.16(a) of the Seller Disclosure Schedule contains a true and complete list, as of the date hereof, of all Business Employees and with respect to each Business Employee, their (i) date of hire; (ii) title; (iii) work location; (iv) annual base salary, wage rate, commission or other compensation paid or due to be paid in calendar years 2014 and 2015; (v) bonus paid or payable, and any contingent or deferred compensation, related to calendar years 2014 and 2015; and (vi) leave status, if any.

(b) None of the Seller Companies is delinquent in payments to any of the Business Employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for the Seller Companies or amounts required to be reimbursed to such Business Employees.

(c) Other than Actions included in the Disclosed Claims, as of the date hereof, there are no Actions pending, or to the knowledge of the Seller Companies, threatened, alleging a breach by the Seller Companies of any employment Contract or a violation of any employment Law with respect to the Business, including but not limited to, all applicable wage and hour, collective bargaining, safety and health, workers compensation and anti-discrimination Laws. With respect to any of the Business Employees and the Business, there are no (i) pending or, to the knowledge of Trican Parent and the Seller Companies, threatened, nor has there been during the prior two years any, (A) labor strikes, disputes or grievances, slowdowns, picketing or work stoppages or other similar labor activity, or (B) representation or certification campaigns with respect to the Business Employees or otherwise affecting the Business, and, to the knowledge of Trican Parent and the Seller Companies, no event has occurred that could reasonably be expected to give rise to any such strike, dispute, grievance, slowdown, picketing, work stoppage or campaign; (ii) pending or threatened grievance or arbitration proceedings, letter Contracts or settlement Contracts arising out of collective bargaining Contracts to which any of the Seller Companies is a party; or (iii) pending or threatened unfair labor practice charges, grievances or complaints.

(d) No labor union, trade union or similar organization currently represents any Business Employee and no Seller Company is a party to any labor or collective bargaining agreements which represents Business Employees, and to the knowledge of the Seller Companies, no labor union, trade union, or similar organization, or any employees of the Seller Companies have taken any action with respect to organizing the Business Employees.

(e) Except as set forth in Section 4.16(e) of the Seller Disclosure Schedule, as of the date hereof, there have not been any plant closings, mass layoffs or other employee terminations by the Seller Companies with respect to the Business that would create any obligations upon or liabilities for the Seller Companies under WARN.

(f) The independent contractors who provide, or who have provided, services to the Business of the Seller Companies are, or were, properly classified as independent contractors, and no such independent contractor has or had any right to participate in any Seller Benefit Plan.

(g) The Seller Companies are in compliance with all applicable requirements of the Immigration Reform and Control Act of 1986, as amended, including, but not limited to, verifying the identity and employment authorization to work in the United States of all Business Employees and proper administration and maintenance of the Form I-9 with respect to such Business Employees. There are no Actions pending, or to the knowledge of the Seller Companies threatened, alleging employment of Business Employees not authorized to work in the United States or other violations of immigration law requirements.

4.17. Employee Benefit Programs.

(a) Section 4.17(a)(i) of the Seller Disclosure Schedule sets forth a complete and accurate list of the Employee Benefit Plans maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by an Seller Company or any ERISA Affiliate of a Seller Company on behalf of a Business Employee ("***Seller Benefit Plans***"). The terms, establishment and operation of each Seller Benefit Plan comply and have heretofore complied in all material respects with their terms and with all applicable Laws, and each Seller Benefit Plan intended to qualify under Section 401(a) of the Code has been determined by the IRS to be so qualified, or is maintained pursuant to a valid volume submitter or prototype document, and to the knowledge of Trican Parent and the Seller Companies, no event or omission has occurred which would reasonably be expected to cause any such Seller Benefit Plan to lose such qualification. None of the Seller Companies nor any ERISA Affiliate of a Seller Company maintains, contributes to, or has any obligation with respect to any Employee Benefit Plan which has been or could be subject to Title IV of ERISA or Code Section 412, including, but not limited to any "multiemployer plan" (as defined in Section 3(37) or Section 4001(a)(3) of ERISA).

(b) With respect to each Seller Benefit Plan, the Seller Companies have provided or made available to Buyer prior to the date hereof (i) each writing constituting a part of such Seller Benefit Plan, including without limitation all plan documents (or, to the extent no such copy exists, an accurate description); (ii) the most recent determination letter from the IRS, if applicable; and (iii) any summary plan description and any material modifications thereto, and other material written communications (or a description of any oral communications) by the Seller Companies to the Business Employees concerning the extent of the benefits provided under an Employee Benefit Plan.

4.18. Permits; Compliance with Laws. Except as set forth in Section 4.18 of the Seller Disclosure Schedule, each of the Seller Companies has, in all material respects, for the benefit of the Business, all franchises, authorizations, approvals, Orders, consents, licenses, certificates, permits, registrations, qualifications or other rights and privileges (collectively, the "***Business Permits***") necessary to permit it to own the Owned Business Real Property and to conduct the Business as it is presently conducted and all such Business Permits are valid and in full force and effect in all material respects. Each of the Seller Companies has been and is currently in compliance with all applicable Laws and Business Permits with respect to the Business and none of the Seller Companies is aware of any past or current violations of any such Laws or Business Permits with respect to the Business, except for any such non-compliance or violations that, individually, or in the aggregate, have not had and would not reasonably be expected to be material. None of the Seller Companies has received any notice with respect to the suspension, cancellation or termination of any of such Business Permits or the assessment of any fines or penalties relating thereto, and to the knowledge of the Seller Companies, no suspension, cancellation or termination of any of such Business Permits or the assessment of any fines or penalties relating thereto is threatened or imminent.

4.19. Environmental Matters. Except as set forth in Section 4.19 of the Seller Disclosure Schedule:

(a) each of the Seller Companies has been and is in compliance in all material respects with all applicable Environmental Laws with respect to the Business, the Owned Business Real Property and the Leased Business Real Property;

(b) each of the Seller Companies has obtained and currently maintains in full force and effect, and is in compliance in all material respects with, all Environmental Permits necessary for operations of the Business;

(c) there are no Environmental Claims pending or, to the knowledge of the Seller Companies, threatened against the Seller Companies or otherwise in respect of the Business, the Owned Business Real Properties or the Leased Business Real Properties;

(d) to the knowledge of Trican Parent and the Seller Companies, there are no facts, circumstances, occurrences or conditions that could reasonably be expected to require any of the Seller Companies to obtain any Environmental Permit, nor are there any Environmental Claims pending or threatened alleging the failure of any Seller Company to comply with any Environmental Law, nor are there any Environmental Liabilities, with respect to the past or present treatment, storage, handling or disposal of Hazardous Materials and waste materials, including, without limitation, Environmental Permit and notice requirements under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or analogous state law;

(e) to the knowledge of Trican Parent and the Seller Companies, there have been no Releases, nor are there any threatened Releases of Hazardous Materials on at, under, above, from or migrating to (i) any of Owned Business Real Property or Leased Business Property, or (ii) any facility that may have received Hazardous Materials generated by the Business or any predecessor in interest, which in either case would reasonably be expected to result in an Environmental Claim or Environmental Liabilities asserted against, or the imposition of a material Remedial Action obligation on, any of the Seller Companies;

(f) There are no Environmental Liabilities existing, nor are any Environmental Liabilities reasonably expected to be incurred, with respect to the Business, the Owned Business Real Property, or the Leased Business Real Property;

(g) Except as disclosed on Section 4.19(g) of the Seller Disclosure Schedule, there is not now, nor (to the knowledge of Trican Parent and the Seller Companies for all periods prior to its ownership, lease or operation of such real property) has there been in the past, on, in or under any Owned Business Real Property or Leased Business Real Property (i) any underground storage tanks or above ground storage tanks, (ii) any asbestos-containing materials, (iii) any polychlorinated biphenyls or (iv) any radioactive substances;

(h) No Environmental Law requires notification to or approval from a Governmental Authority as a result of the transactions contemplated by this Agreement;

(i) None of the Seller Companies, nor the Business is subject to any agreement that would reasonably be excepted to require the a Seller Company to conduct a Remedial Action or require a Seller Company to pay, reimburse, pledge, defend or hold harmless any Regulatory Authority or Person for or against any Environmental Liabilities, Environmental Claim or Remedial Action; and

(j) As of the date hereof, the Seller Companies have made available for review by Buyer all material environmental assessments, reports and studies related to the Business, the Owned Business Real Property and the Leased Business Real Property that are in the possession or control of the Seller Companies and that have been prepared in the five (5) year period preceding the date of this Agreement.

4.20. Environmental, Health and Safety. There is and have been no EH&S Events that could (i) negatively impact in any material respect any industry-related safety rating (including by not limited to the Total Recordable Incident Rate) of any of the Seller Companies or the Business, or (ii) negatively impact any of the Seller Companies' ability to enter into any Contract with an existing or a prospective customer of the Business, or (iii) result in the termination or suspension of any Purchased Customer Contract.

4.21. Customers and Partners. Section 4.21 of the Seller Disclosure Schedule sets forth the name of each of the top ten customers of the Business by revenue for the ten months ended as of Recent Financial Statements Date (the "***Business Customers***"). Since the Recent Financial Statements Date, no Business Customer has (i) canceled or otherwise terminated its relationship with any of the Seller Companies or otherwise in respect of the Business, (ii) materially decreased its usage or purchase of the services of the Seller Companies or otherwise in respect of the Business or, (iii) to the knowledge of Trican Parent and the Seller Companies, has any current plan or intention to do any of the foregoing, in each of the foregoing cases, in whole or in part, due to the quality of services provided by any Seller Company or due to an EH&S Event.

4.22. Suppliers. Section 4.22 of the Seller Disclosure Schedule sets forth the name of each of the top ten current suppliers to the Business by expense for the ten months ended as of Recent Financial Statements Date (the "***Business Suppliers***"). Since the Recent Financial Statements Date, none of the Business Suppliers have decreased in any material respect its services, supplies or materials to the Seller Companies or otherwise in respect of the Business or to the knowledge of Trican Parent and the Seller Companies, has any current plan or intention to do any of the foregoing except in each of the foregoing cases at the request of a Seller Company. To the knowledge of Trican Parent and the Seller Companies, no Business Supplier has any current plan or intention of canceling, modifying, or otherwise terminating its relationship with any of the Seller Companies or otherwise in respect of the Business.

4.23. Insurance Coverage. Set forth in Section 4.23(a) of the Seller Disclosure Schedule is a list of all material fire, liability, pollution, errors and omissions and other insurance (other than directors and officers insurance) and all fidelity bonds and other financial assurance applicable to or currently held for the benefit of the Business (the "***Business Insurance Policies***"), setting forth, in respect of each such policy, the policy name, policy number, carrier, term, type of coverage, deductibles, coverage limits and amounts of any claims, settlements or commutations. Except as set forth in Section 4.23(b) of the Seller Disclosure Schedule, as of the date hereof, no event relating to the Business or any Purchased Assets has occurred that would reasonably be expected, individually or in the aggregate, to result in a material retroactive upward adjustment in premiums under any such Business Insurance Policies or which is likely to result in a prospective material upward adjustment in such premiums, self-insured retentions, deductibles, loss fundings or defense costs. Excluding insurance policies that have expired and been replaced in the ordinary course of business consistent with the Seller Companies' past practices, since January 1, 2015, no insurance policy has been canceled and no threat has been made or notice received by the Seller Companies to cancel any insurance policy held for the benefit of the Business during such period, except as would not reasonably be expected, individually or in the aggregate, to have a Seller Material Adverse Effect. Except as noted in Section 4.23(c) of the Seller Disclosure Schedule, all such Business Insurance Policies will remain in full force and effect after the Closing with respect to periods before the Closing. No event has occurred, including, without limitation, the failure by the Seller Companies to give any notice or information or the Seller Companies giving any inaccurate or erroneous notice or information, which limits or impairs, in any material respect, the rights of the Seller Companies under any such Business Insurance Policies.

4.24. Investment Banking; Brokerage. Trican Parent shall be solely responsible for the fees and expenses of any broker, finder or investment banker entitled to any brokerage, finder's fee or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller Companies.

4.25. Tax Matters. All Tax Returns that were required to have been filed by the Seller Companies in respect of or in relation to the Business or the Purchased Assets have been timely filed (taking into account any extensions of time in which to file) and all such Tax Returns were true, correct and complete when filed and remain true, correct and complete. Except for the Disclosed Claims, the Seller Companies have timely paid, collected or withheld and remitted all Taxes (including, without limitation, sales and use Taxes) required to have been paid, collected or withheld with respect to any Pre-Closing Tax Period. There are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any of the Purchased Assets. The Seller Companies have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency with respect to the Business or the Purchased Assets.

4.26. Opinion of Financial Advisor. The board of directors of Trican Parent has received an oral opinion (to be confirmed in writing) from RBC Dominion Securities Inc., to the effect that, as of the date of this Agreement and subject to the assumptions made, information reviewed, procedures followed, matters considered and limitations and qualifications on the review undertaken, the consideration under the Transaction is fair, from a financial point of view, to Trican Parent.

4.27. Stay Bonuses. Section 4.27 of the Seller Disclosure Schedule sets forth a complete list of the Business Employees who are eligible to receive a retention bonus, and the amount thereof, in accordance with the terms of the Stay Bonus Agreement, the form of which is attached hereto as ***Annex VIII*** (the "***Stay Bonus Agreement***" and such bonuses, the "***Stay Bonuses***").

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Trican Parent and the Seller Companies to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Buyer Companies, jointly and severally, make to Trican Parent and the Seller Companies the representations and warranties contained in this ***Section 5*** as of the date hereof and as of the Closing Date (except for those representations and warranties made as of a specific date, which shall be made only as of such date), which representations and warranties are subject to the qualifications and exceptions set forth in the disclosure schedule delivered to the Seller Companies prior to the execution of this Agreement (the "***Buyer Disclosure Schedule***"). Each exception set forth in the Buyer Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual section of this Agreement and shall be deemed to qualify the particular section or sections of ***Section 5*** specified for such item, unless there is an explicit and reasonably specific cross-reference to another section or sections of ***Section 5***, in which case, such exception shall also be deemed to qualify such other section or sections. References herein to the "knowledge" or "awareness" of the Buyer Companies shall mean the actual knowledge of James Stewart and Greg Powell, after due inquiry.

5.1. ***Organization and Company Power***. Each Buyer Company and each Subsidiary of a Buyer Company is a corporation, limited liability company or partnership, as applicable, duly organized, in good standing and validly existing under the Laws of its respective jurisdiction of incorporation or formation as described in ***Section 5.1*** of the Buyer Disclosure Schedule, and has all required power and authority under its organizational documents to carry on its business as presently conducted, and, if applicable, to enter into and perform this Agreement and the other Transaction Documents to which it is a party and to carry out the transactions contemplated hereby and thereby. Each of the Buyer Companies and each Subsidiary of a Buyer Company is duly qualified to do business as a foreign limited liability company in each jurisdiction where such qualification is required, except where the failure to so qualify would not be material.

5.2. ***Capitalization and Valid Issuance***.

(a) Section 5.2 of the Buyer Disclosure Schedule sets forth the issued and outstanding equity or partnership interests of each Buyer Company and each Subsidiary of a Buyer Company. All of the outstanding equity or partnership interests of each Buyer Company and each Subsidiary of a Buyer Company have been duly authorized and are validly issued, fully paid and non-assessable. Other than as set forth in this Agreement and as set forth on Section 5.2 of the Buyer Disclosure Schedule, there are no outstanding or authorized options, warrants or other rights of any Person to acquire any equity securities or partnership interests of, or any equity interests or partnership interests in, any Buyer Company or any Subsidiary of a Buyer Company, or securities or partnership interests exercisable for, or convertible into, equity securities or partnership interests of, or equity securities or partnership interests in any Buyer Company or any Subsidiary of a Buyer Company. Keane Parent is authorized to issue an unlimited number of Keane Common Equity Units and is authorized to issue the Class C Profits Interests to be issued pursuant to ***Section 3.1(c)***. The Keane Common Equity Units and the Class C Profits Interests, as may be adjusted, when issued and delivered in accordance with the terms in this Agreement, will, as applicable, be validly issued, fully paid and non-assessable.

(b) Keane Parent has delivered to Trican Parent true and complete copies of the organizational documents of each Buyer Company and each Subsidiary of a Buyer Company, each as amended to date.

(c) The Buyer Companies have good and valid record and beneficial title to the issued and outstanding shares, membership interests or partnership interests, as appropriate, in each of their respective Subsidiaries, as described in ***Section 5.2*** of the Buyer

Disclosure Schedule (the "***Subsidiary Equity Interests***"), in each case, free and clear of any Liens, claims, Taxes, options and restrictions of any kind, other than restrictions on transfers that may be imposed by applicable federal or state securities Laws or in the applicable Buyer Company's organizational documents other than as set forth on Section 5.2(c) of the Buyer Disclosure Schedule. Other than this Agreement or as described in ***Section 5.2*** of the Buyer Disclosure Schedule, the Subsidiary Equity Interests are not subject to any voting agreement or other contract, agreement, arrangement, commitment or understanding, including any such agreement, arrangement, commitment or understanding restricting or otherwise relating to the voting, dividend rights or disposition of the Subsidiary Equity Interests. The Subsidiary Equity Interests have not been issued in violation of any preemptive rights, subscription right or any similar right under any provision of local or state Law applicable to such interests, the applicable organizational documents, or any Contract to which any Buyer Company is a party or to which it or any of its assets are otherwise bound. Except for the Subsidiary Equity Interests, there are no outstanding shares, units or other equity interests in any Subsidiary of the Buyer Companies, or any contractual arrangements giving any Person a right to receive any benefits or rights similar to the rights enjoyed by or accruing to the holders of any Subsidiary Equity Interests. Other than pursuant to this Agreement, there are no outstanding warrants, options, rights, convertible or exchangeable securities, contractual arrangements or other commitments pursuant to which any Buyer Company is or may become obligated to issue or sell any capital stock or other equity interests in such Buyer Company, or for the repurchase or redemption of the Subsidiary Equity Interests, or any contractual arrangements or other commitments of any kind which may obligate any Buyer Company to issue, purchase, register for sale, redeem or otherwise acquire any membership interests or other equity interests in any Buyer Company. ***Section 5.2*** of the Buyer Disclosure Schedule sets forth the capital stock or other equity interests in each Subsidiary of a Buyer Company. No Buyer Company or any of their Subsidiaries is engaged in or has engaged in any business in any material respect other than the oil field services business.

5.3. Authorization and Non-Contravention. This Agreement is, and, upon execution and delivery by Keane Parent and Buyer pursuant to the terms hereof, all and the Transaction Documents required to be executed and delivered by Keane Parent and Buyer pursuant hereto at Closing will be, valid and binding obligations of Buyer and Keane Parent, as applicable, enforceable against it in accordance with their respective terms. The execution, delivery and performance by Keane Parent and Buyer of this Agreement and the other Transaction Documents executed by Keane Parent and Buyer pursuant hereto have been duly authorized by all necessary action under its governing agreement, as applicable. Except compliance with the applicable requirements of the HSR Act, the execution, delivery and performance by Keane Parent and Buyer of this Agreement and the other Transaction Documents to be executed and delivered by it pursuant hereto, and the performance by Keane Parent and Buyer of the Transactions, do not and will not: (a) violate or result in a violation of, conflict with or constitute or result in a violation of or default (whether after the giving of notice, lapse of time or both) or loss of benefit under any provision of any Buyer Company's or any of its Subsidiaries'; organizational documents; (b) violate, conflict with or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of any Law or any Order applicable to any Buyer Company or any of its Subsidiaries; (c) require from any Buyer Company or any of its Subsidiaries any notice to, declaration or filing with, or consent or approval of any Governmental Authority or other Person; or (d) violate or result in a violation of or conflict with or constitute or result in a violation of or default (whether after the giving of notice, lapse of time or both) under, accelerate any obligation under, or give rise to a right of termination of, any material Contract or Buyer Permit to which any Buyer Company or any of its Subsidiaries is a party or by which any Buyer Company or any of its Subsidiaries is bound, other than, in the case of clauses (b), (c) and (d), such violations, conflicts, defaults or encumbrances that would not, individually, or in the aggregate, reasonably be expected to result in a Buyer Material Adverse Effect.

5.4. Financial Statements.

(a) Set forth on Section 5.4(a) of the Buyer Disclosure Schedule are (i) the consolidated balance sheets and statements of income and cash flows of Keane Parent and its Subsidiaries (including Buyer) and (ii) income statements for the same entities, in each case in audited form for the fiscal year ended December 31, 2014 and unaudited form as of September 30, 2015 (collectively, the "***Buyer Financial Statements***"). The Buyer Financial Statements have been, and in the case of the Interim Financial Statements, will be, prepared in accordance with Applicable Accounting Principles and fairly and in the case of the Interim Financial Statements, will fairly present financial condition and results of operations of the Buyer Companies and their respective Subsidiaries as of the respective dates of and for the periods referred to therein.

(b) Neither the Buyer Companies or any of their Subsidiaries have any Liabilities (whether known or unknown) of the type that would be required to be disclosed on a balance sheet or notes thereto prepared in accordance with the Applicable Accounting Principles, and there is no existing condition, situation or set of circumstances which is reasonably expected to result in such Liabilities, except Liabilities (i) reflected or reserved against on the balance sheet included in the September 30, 2015 Buyer Financial Statements; or (ii) incurred after September 30, 2015 in the ordinary course of business consistent with past practice or as is expressly contemplated by this Agreement.

(c) There are no off-balance sheet arrangements of any type (including any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act) pertaining to the Buyer.

(d) Neither of the Buyer Companies or any of their Subsidiaries nor any director or executive officer thereof has, and to the knowledge of Buyer and Keane Parent, no other officer, employee or accountant of any of the Buyer Companies or any of their Subsidiaries has, received any material complaint, allegation, assertion or claim, in writing that any of the Buyer Companies or any of their Subsidiaries has engaged in improper, illegal or fraudulent accounting or auditing practices. Except as provided in Section 5.4(d) of the Buyer Disclosure Schedule, no attorney representing the Buyer Companies or any of their Subsidiaries has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar material violation by the Buyer Companies or any of their Subsidiaries or any of their respective officers, directors, employees or agents to the board of directors or any committee thereof or to any director or officer of the Buyer Companies or any of their Subsidiaries.

5.5. Absence of Certain Developments. *S*ince September 30, 2015, there has not been any state of facts, change, development, event, effect, condition or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect. During the period between September 30, 2015 and the date hereof, neither of the Buyer Companies or any of their Subsidiaries has taken any action that has, or could reasonably be expected to, materially and negatively impact the financial condition of a Buyer Company or any of its Subsidiaries.

5.6. Affiliate Transactions. Other than disclosed on ***Section 5.6*** of the Buyer Disclosure Schedule, no director, officer or employee or Affiliate of a Buyer Company or any of their Subsidiaries is a party to any Contract or material transaction with any Buyer Company or any of their Subsidiaries, including any Contract for any loans, advances, enterprise-level buying or sharing-of-discounts or no-cost-use arrangements, or otherwise requiring payments to or from, any such Person.

5.7. Properties.

(a) The applicable Buyer Company has good, valid and marketable title to or, valid and subsisting leasehold or license interests in, free and clear of all Liens or Encumbrances (except for Permitted Encumbrances) to all Buyer Owned Real Property and Buyer Leased Real Property, as applicable. All Buyer Leased Real Property is held under valid, binding and enforceable leases, subject only to such exceptions as would not, individually or in the aggregate, reasonably be expected to be material. There is no action pending, or to the knowledge of Keane Parent and the Buyer, threatened, that if adversely determined would interfere, in any material respect, with the quiet enjoyment by any Buyer Company of any such leasehold or license.

(b) With respect to each item of Buyer Owned Real Property, (i) there are no outstanding claims made by or against any of the Buyer Companies with respect to title or ownership of the Buyer Owned Real Property; (ii) no Governmental Authority or other Person has commenced to exercise the power of eminent domain or a similar power with respect to all or any part of the Buyer Owned Real Property and there are no pending or threatened, and the Buyer Companies have not received notice of any pending or threatened, condemnation or eminent domain proceedings that affect any Buyer Owned Real Property; (iii) such Buyer Owned Real Property is in material compliance with all applicable Laws, including, without limitation, zoning ordinances; (iv) there are no pending or threatened, and the Buyer has not received notice of any pending or threatened, fire, health, safety, building, zoning or other land use regulatory proceedings, lawsuits or administrative actions relating to any portion of the Buyer Owned Real Property, which if adversely determined could adversely affect the current use, occupancy or value thereof; and (v) none of the Buyer Companies have received notice of any pending or threatened special assessments or special assessment proceedings affecting any portion of the Buyer Owned Real Property.

5.8. Condition of Assets. Except as set forth in Section 5.8 of the Buyer Disclosure Schedule, and except as would not, individually or in the aggregate, reasonably be expected to be material, all of the assets of the Buyer Companies and each of their Subsidiaries are in good operating condition and repair, subject to normal wear and maintenance and are usable in the ordinary course of business consistent with past practices.

5.9. Certain Contracts. Except as set forth in Section 5.9 of the Buyer Disclosure Schedule, none of the Buyer Companies or any of their Subsidiaries is in breach or default under any material Contract of the Buyer Companies or any of their Subsidiaries and no condition or event or fact exists that, with notice, lapse of time or both, could constitute a breach or default thereunder on the part of the Buyer Companies or any of their Subsidiaries under any such Contract and to the knowledge of the Buyer Companies, no other party is in material breach of or default under any such Contract.

5.10. Intellectual Property.

(1) To the knowledge of Keane Parent and the Buyer, the Buyer Companies own all right, title and interest in and to, or otherwise possesses valid licenses or other rights to use all material Intellectual Property Rights used in the operation of the business as currently conducted.

(2) To the knowledge of Keane Parent and the Buyer, the Buyer Companies', including in the conduct of Keane Parent's, business as currently conducted does not infringe upon or otherwise violate any Intellectual Property Rights of any third party.

(3) To the knowledge of Keane Parent and the Buyer, no third party is infringing on or otherwise violating the material Intellectual Property Rights of the Buyer or Keane Parent used in the conduct of the Buyer Companies' business as currently conducted.

5.11. Litigation. Except as set forth in Section 5.11 of the Buyer Disclosure Schedule, as of the date hereof, there is no Action pending or, to the knowledge of Keane Parent and the Buyer, threatened against any Buyer Company or any of their Subsidiaries other than Actions that have not had, and would not reasonably be expected to be material. Except as set forth in Section 5.11 of the Buyer Disclosure Schedule, none of the Buyer Companies or any of their Subsidiaries is subject to any Order that, individually, or in the aggregate, has had or would reasonably be expected to have a Buyer Material Adverse Effect. Except as disclosed in Section 5.11 of the Buyer Disclosure Schedule, none of the Buyer Companies or any of their Subsidiaries has received or been the subject of any legal demand letter, administrative inquiry or formal or informal complaint or legal claim from, or under the jurisdiction of, any Governmental Authority that includes any allegations alleging any material violation of the Law by, or any improper business practice of, the Buyer Companies or any of their Subsidiaries that would reasonably be expected to have a Buyer Material Adverse Effect.

5.12. Labor Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect, there are no Actions pending, or to the knowledge of Keane Parent and Buyer, threatened, alleging a breach by the Buyer Companies or any of their Subsidiaries of any employment Contract or a violation of any employment Law with respect to any Buyer Employee, including but not limited to, all applicable wage and hour, collective bargaining, safety and health, workers compensation and anti-discrimination Laws. Except as would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect, with respect to any of the Buyer Employees or the business of the Buyer Companies and its Subsidiaries, there are no (i) pending or, to the knowledge of Keane Parent and Buyer, threatened, nor has there been during the prior two years any, (A) labor strikes, disputes or grievances, slowdowns, picketing or work stoppages or other similar labor activity, or (B) representation or certification campaigns, and, to the knowledge of Keane Parent and Buyer, no event has occurred that could reasonably be expected to give rise to any such strike, dispute, grievance, slowdown, picketing, work stoppage or campaign; (ii) pending or threatened grievance or arbitration proceedings, letter Contracts or settlement Contracts arising out of collective bargaining Contracts to which a Buyer Company or any of their Subsidiaries is a party; or (iii) pending or threatened unfair labor practice charges, grievances or complaints.

(b) No labor union, trade union or similar organization currently represents any Buyer Employee and no Buyer Company or any of their Subsidiaries is a party to any labor or collective bargaining agreements which represents Buyer Employees, and to the knowledge of Keane Parent and Buyer, no labor union, trade union, or similar organization, or any employees of the Buyer Companies or any of their Subsidiaries have taken any action with respect to organizing the Buyer Employees.

(c) Except as set forth in Section 5.12(c) of the Buyer Disclosure Schedule, as of the date hereof, there have not been any plant closings, mass layoffs or other employee terminations by the Buyer Companies or any of their Subsidiaries that would create any material obligations upon, or material liabilities for, the Buyer Companies or any of their Subsidiaries under WARN.

5.13. Employee Benefit Programs.

(a) With respect to each Employee Benefit Plan maintained, sponsored or contributed to by the Buyer Companies or any of their Subsidiaries, or that the Buyer Companies or any of their Subsidiaries have any obligation to contribute to, or has any present or future liability under, with respect to any present or former employee of the Buyer Companies or any of their Subsidiaries ("***Buyer Benefit Plans***"), the terms, establishment and operation thereof comply and have heretofore complied in all respects with their terms and with all applicable Laws except as would not reasonably have, individually or in the aggregate, a Buyer Material Adverse Effect.

(b) Each Buyer Benefit Plan that has been intended to qualify under Section 401(a) of the Code has been determined by the IRS to be so qualified, or is maintained pursuant to a valid volume submitter or prototype document and to the knowledge of the Buyer Companies, no event or omission has occurred which would reasonably be expected to cause any Buyer Benefit Plan to lose such qualification.

(c) None of the Buyer Companies nor any ERISA Affiliate of the Buyer Companies sponsors, contributes to, maintains or has any obligation with respect to, or within the past six years has sponsored, contributed to or maintained, any Employee Benefit Plan which has been or could be subject to Title IV of ERISA or Code Section 412, including, but not limited to, any "multiemployer plan" (as defined in Section 3(37) or Section 4001(a)(3) of ERISA).

5.14. Permits; Compliance with Laws. Except as set forth in Section 5.14 of the Buyer Disclosure Schedule, and except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect, the Buyer Companies and each of their Subsidiaries have all franchises, authorizations, approvals, Orders, consents, licenses, certificates, permits, registrations, qualifications or other rights and privileges (collectively, the "***Buyer Permits***") necessary to permit it to own the Buyer Owned Real Property and to conduct the business as it is presently conducted and as conducted during the previous 36 months and all such Buyer Permits are valid and in full force and effect in all material respects. The Buyer Companies and each of their Subsidiaries have been and are currently in compliance with all applicable Laws and Buyer Permits and Keane Parent and the Buyer are not aware of any past or current violations of any such Laws or Buyer Permits, except for any such non-compliance or violations that, individually, or in the aggregate, have not had and would not reasonably be expected to be material. None of the Buyer Companies or any of their Subsidiaries have received any notice or other indication with respect to the suspension, cancellation or termination of any of such Buyer Permits or the assessment of any fines or penalties relating thereto, and to the knowledge of Keane Parent and the Buyer, no suspension, cancellation or termination of any of such Buyer Permits or the assessment of any fines or penalties relating thereto is threatened or imminent.

5.15. Environmental Matters. Except as set forth in Section 5.15 of the Buyer Disclosure Schedule:

(a) each of the Buyer Companies and their Subsidiaries has been and is in compliance in all material respects with all applicable Environmental Laws arising from or related to the Buyer Owned Real Property and the Buyer Leased Real Property;

(b) each of the Buyer Companies and their Subsidiaries has obtained and currently maintains in full force and effect, and is in compliance in all material respects with, all Environmental Permits;

(c) there are no Environmental Claims pending or, to the knowledge of the Buyer Companies, threatened against the Buyer Companies or any of their Subsidiaries, the Buyer Owned Real Properties or the Buyer Leased Real Properties;

(d) to the knowledge of Keane Parent and the Buyer, there are no facts, circumstances, occurrences or conditions that could reasonably be expected to require any of the Buyer Companies or any of their Subsidiaries to obtain any Environmental Permit, nor are there any Environmental Claims pending or threatened alleging the failure of any Buyer Company or its Subsidiaries to comply with any Environmental Law, nor are any Environmental Liabilities, with respect to the past or present treatment, storage, handling or disposal of Hazardous Materials, including, without limitation, Environmental Permit and notice requirements under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or analogous state law;

(e) to the knowledge of Keane Parent and the Buyer, there have been no Releases, nor are there any threatened Releases of Hazardous Materials on at, under, above, from or migrating to (i) any of Buyer Owned Real Property, Buyer Leased Real Property or other Real Property owned, leased or operated, or formerly owned, leased or operated by any Buyer Company, any of its Subsidiaries or any predecessor in interest, or (ii) any facility that may have received Hazardous Materials generated by any of the Buyer Companies, any of its Subsidiaries or any predecessor in interest, which in either case would reasonably be expected to result in an Environmental Claim or Environmental Liabilities asserted against, or the imposition of a material Remedial Action obligation on, any of the Buyer Companies or their Subsidiaries;

(f) There are no Environmental Liabilities existing, nor are any Environmental Liabilities reasonably expected to be incurred, with respect to the Buyer Owned Real Property, or the Buyer Leased Real Property;

(g) No Environmental Law requires notification to or approval from a Governmental Authority as a result of the transactions contemplated by this Agreement; and

(h) None of the Buyer Companies, their Subsidiaries, the Buyer Owned Real Property, nor the Buyer Leased Real Property is subject to any agreement that would reasonably be expected to require a Buyer Company or any of its Subsidiaries to conduct a Remedial Action or require a Buyer Company or any of its Subsidiaries to pay, reimburse, pledge, defend or hold harmless any Regulatory Authority or Person for or against any Environmental Liabilities, Environmental Claim or Remedial Action.

5.16. Tax Matters. Except as set forth in Section 5.16 of the Buyer Disclosure Schedule:

(a) All Tax Returns that were required to have been filed by the Buyer Companies and their Subsidiaries have been filed (taking into account any extensions of time in which to file) and all such Tax Returns were true, correct and complete when filed and remain true, correct and complete; Buyer Companies and their Subsidiaries have timely paid or withheld and remitted all Taxes due with respect to the periods covered by such Tax Returns (whether or not shown as due on a Tax Return);

(b) There is no claim against the any of the Buyer Companies or any of their Subsidiaries for any material Taxes, and no assessment, deficiency, or adjustment has been asserted, proposed, or, to the knowledge of any of the Buyer Companies, threatened with respect to any material Taxes of or with respect to the Buyer Companies or any of their Subsidiaries; no Tax audits or administrative or judicial proceedings are being conducted, pending, or to the knowledge of any of the Buyer Companies, threatened with respect to the Buyer Companies or any of their Subsidiaries; since January 1, 2012, no claim has been made by an authority in a jurisdiction where a Buyer Company or any of their Subsidiaries does not file a Tax Return that a Buyer Company or any of their Subsidiaries is or may be subject to taxation in that jurisdiction;

(c) None of the Buyer Companies or any of their Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of:

(i) an adjustment under either Section 481(a) or Section 482 of the Code (or any corresponding or similar provision of state, local or foreign Tax law) by reason of a change in method of accounting or otherwise on or prior to the Closing Date for a taxable period ending on or prior to the Closing Date; (ii) a "closing agreement" described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign Tax law) executed on or prior to the Closing Date; (iii) an installment sale or open transaction disposition made on or prior to the Closing Date; or (iv) a prepaid amount received on or prior to the Closing Date; and

(d) Each Buyer Company and its Subsidiaries is, and has been since its formation, properly classified as a partnership or as a "disregarded entity" within the meaning of Treasury Regulations Section 301.7701-3(b)(ii) for U.S. federal income tax purposes.

5.17. Investment Banking; Brokerage. There are no claims, obligations or Liabilities for investment banking fees, brokerage commissions, broker's or finder's fees or similar compensation in connection with the transactions contemplated by this Agreement of Keane Parent or any of its Affiliates with respect to which Trican Parent or the Seller Companies shall be liable, and neither Keane Parent nor any of its Subsidiaries will owe any such amounts to any of Keane Parent's Affiliates in connection with the transactions contemplated by this Agreement.

5.18. Insurance. Set forth on Section 5.18(a) of the Buyer Disclosure Schedule is a list of all material fire, liability, pollution, errors and omissions, directors and officers, and other insurance and all fidelity bonds and other financial assurance applicable to our currently held for the benefit of the Buyer Companies and their Subsidiaries (the "***Buyer Insurance Policies***"). Except as set forth in Section 5.18(b) of the Buyer Disclosure Schedule, as of the date hereof, no event relating to the Buyer Companies or their Subsidiaries has occurred that would reasonably be expected, individually or in the aggregate, to result in a material retroactive upward adjustment in premiums under any Buyer Insurance Policy or which is likely to result in a prospective material upward adjustment in such premiums, self-insured retentions, deductibles, loss fundings or defense costs. Excluding insurance policies that have expired and been replaced in the ordinary course of business consistent with past practices, since January 1, 2015, no insurance policy has been canceled and no threat has been made or notice received by the Buyer Companies or their Subsidiaries to cancel any insurance policy held for the benefit of the Buyer Companies or their Subsidiaries during such period, except as would not reasonably be expected, individually or in the aggregate, to have a Buyer Material Adverse Effect. No event has occurred, including, without limitation, the failure by the Buyer Companies or their Subsidiaries to give any notice or information or the Buyer Companies or their Subsidiaries giving any inaccurate or erroneous notice or information, which limits or impairs, in any material respect, the rights of the Buyer Companies or their Subsidiaries under any such Buyer Insurance Policies.

5.19. Financing.

(a) Keane Parent has provided Trican Parent with a true and complete copy of: (a) a debt commitment letter (including all annexes, exhibits, schedules and other attachments thereto), dated as of the date hereof, by and among Buyer, [NAME REDACTED] and [NAME REDACTED] (the "***Term Debt Commitment***"), (b) a debt commitment letter (including all annexes, exhibits, schedules and other attachments thereto), dated as of the date hereof, by and among Keane Parent and [NAME REDACTED] (the "***Incremental Debt Commitment***" and collectively, the "***Debt Financing Commitment***"), pursuant to which, upon the terms and subject to the conditions set forth therein the lenders have agreed to lend an incremental $[DOLLAR AMOUNT REDACTED] in the aggregate (at least $[DOLLAR AMOUNT REDACTED] to be in the form of an incremental term loan) to Keane Parent and its Subsidiaries (the "***Debt Financing***"), (c) the Equity Financing Commitment (together with the Debt Financing Commitment, the "***Financing Commitments***"), pursuant to which, upon the terms and subject to the conditions set forth therein, Sponsor has committed to invest, directly or indirectly, in Keane Parent $[DOLLAR AMOUNT REDACTED] (the "***Equity Financing***" and together with the Debt Financing, the "***Financing***"), and in each case, for the purposes of financing, in the aggregate, the transactions contemplated by this Agreement and for working capital purposes, and (d) the Limited Guarantee, pursuant to which, upon the terms and subject to the conditions set forth therein, Sponsor has committed to guarantee the payment of the Tier One Termination Fee and the Tier Two Termination Fee, as applicable, in the event that Keane Parent is obligated to pay the Tier One Termination Fee or the Tier Two Termination Fee pursuant to the terms of this Agreement and fails to do so in accordance herewith. As of the date hereof, there are no side letters or other written agreements or arrangements, relating (directly or indirectly) to the Financing or the Financing Commitments to which Keane Parent or any of its Affiliates is a party, other than the Debt Financing Fee Letter (a customarily redacted copy of which has been provided to Trican Parent). As of the date hereof, each of the Financing Commitments is, to Keane Parent's knowledge, in full force and effect, and neither of the Financing Commitments has been amended, modified, withdrawn or rescinded in any respect. Each of the Financing Commitments (in the case of the Debt Financing Commitment, assuming due authorization, execution and delivery of the parties thereto (other than Keane Parent)) is the legal, valid and binding obligation of Keane Parent and, to Keane Parent's knowledge, of the other parties thereto, in accordance with the terms and conditions thereof, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Laws affecting the enforcement of creditors' rights generally. There are no conditions precedent or other contractual contingencies (directly or indirectly) related to the funding or investing, as applicable, of the full amount of the Financing at Closing other than the conditions to Closing set forth herein and the conditions expressly set forth in the Financing Commitments. As of the date hereof, to Keane Parent's knowledge there is no event that has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of Keane Parent or Sponsor under any term or condition of the Financing Commitments, and, as of the date hereof, Buyer has no knowledge that any of the conditions to the Financing Commitments will not be satisfied or that the Financing will not be available to Keane Parent at Closing, subject to the performance by Trican Parent and the Seller Companies of their respective obligations under this Agreement. As of the date hereof, Keane Parent has fully paid or caused to be paid any and all commitment fees and other fees that are required by the Financing Commitments or the executed fee letters referred to in the Debt Financing Commitment (the "***Debt Financing Fee Letters***"), that are due and payable pursuant to the terms thereof on or prior to the date of this Agreement, and Keane Parent will pay or cause to be paid any other commitment fees and other fees that are required to be paid by Keane Parent under the Debt Financing Fee Letters as they become due.

5.20. No Anticipated Capital Contributions. As of the date hereof, the Buyer Companies are not aware of any transaction or series of related transactions, outside of the ordinary course of business, whether actual or, as of the date hereof, contemplated, that would be reasonably expected to result in any of the members of Keane Parent being obligated to make a capital contribution, in any material amount, to Keane Parent, following Closing.

SECTION 6. COVENANTS

6.1. Interim Operations of the Business. Except as may be consented to in writing by Keane Parent, or except as specifically contemplated by this Agreement, Trican Parent and each of the Seller Companies hereby covenants to Keane Parent and Buyer that, during the period commencing on the date of this Agreement and ending on the earlier to occur of (a) the Closing Date or (b) the termination of this Agreement in accordance with ***Section 8*** below (the "***Interim Period***"), the Seller Companies shall (i) conduct the Business and operate and maintain the Purchased Assets in the ordinary course of business consistent with the Seller Companies' past practices and in anticipation of future business prospects (including, without limitation, maintaining sufficient inventory and supply levels) and (ii) without limiting the generality of the foregoing, during the Interim Period, the Seller Companies shall:

(a) use commercially reasonable efforts to preserve intact the goodwill of the Business and the relationships of Seller Companies with its customers, vendors, suppliers, employees and others having business relations with the Business;

(b) maintain the Books, Records and Files of the Seller Companies and its Affiliates related to the Business in proper order;

(c) continue to make all necessary and material filings and payments with Governmental Authorities in connection with the Business (including all Registered IP) in a timely manner, and use commercially reasonable efforts to maintain in effect all Business Permits, including export and import licenses and other material approvals required for the ongoing operation of the Business as presently conducted;

(d) maintain their currently operating equipment in good working order;

(e) maintain Unutilized Equipment in accordance with the Seller Companies' Equipment Preservation Program described on ***Annex VI*** hereto;

(f) pay the accounts payable of the Business in the ordinary course consistent with past practice; or

(g) not, in each case, with respect to the Business (other than with respect to actions or matters related to the Excluded Businesses), any Purchased Asset or any Assumed Liability without the written consent of Keane Parent (which consent in the case of clauses (vi) and (viii) below will not be unreasonably conditioned, delayed or withheld):

(i) notwithstanding ***Section 6.1***, transfer, convey or otherwise dispose of inventory or supply, including sand, except in the ordinary course of business;

(ii) sell, transfer, assign, convey, license (as licensor), lease (as lessor) or otherwise dispose of or subject to Encumbrances (other than Permitted

Encumbrances), directly or indirectly, any assets constituting any Purchased Assets, other than the sale of services or inventory in the ordinary course of business consistent with the Seller Companies' past practice;

(iii) acquire, directly or indirectly (by merger, exchange, consolidation or acquisition of stock or assets or otherwise) or enter any new line of business, any other Person or a material portion of the assets of any other Person, in each case, if such Person or such assets or line of business, as applicable, as of the Closing would constitute Purchased Assets;

(iv) amend or modify any, or enter into a new, Stay Bonus Agreement, increase or accelerate the payment of any Business Employee other than in the ordinary course of business, consistent with the Seller Companies' past practice or grant any severance or termination pay to any Business Employee (except in accordance with past severance practice);

(v) (A) announce or effectuate any actual, contingent or potential reduction in force or other group termination, (B) announce or effectuate any actual, contingent or potential "plant closing" or "mass layoff," as those terms are defined under WARN, or (C) distribute notices under, or in contemplation of, WARN, contingent or otherwise;

(vi) (A) amend or modify any Material Contract, other than amendments or modifications not adverse in any material respect to the Business or Buyer's interest in the Purchased Assets or Assumed Liabilities, taken as a whole; (B) voluntarily terminate any Material Contract that has not expired in accordance with its terms; or (C) enter into any Material Contract (or make any bid which, if accepted, would result in a Material Contract);

(vii) terminate the coverage of any Business Insurance Policy, except where such terminated coverage is replaced by comparable coverage;

(viii) pay, release, discharge, settle, compromise or satisfy any Disclosed Claim (A) with a value exceeding $250,000; (B) that would reasonably be expected to adversely affect in any material respect the relationship of any customer or vendor of the Business; or (C) that would reasonably be expected to adversely affect in any material respect the operation of the Business after the Closing;

(ix) make any changes to its accounting principles or practices to the extent applicable to the Business, other than as may be required by current change in the Applicable Accounting Principles or Law;

(x) commit to make any capital expenditure or other purchase of any property, plant, equipment or improvement thereof in excess of $125,000 over the 12-month period following the date hereof, or $500,000 in the aggregate;

(xi) enter into any Affiliate Transaction, except (i) in the ordinary course of business consistent with the Seller Companies' past practice, (ii) with the prior written consent of Keane Parent and which is reasonably necessary to complete the

Transaction, or (iii) for the effectuation of the pre-Closing reorganization of Trican U.S. described on ***Annex VII*** hereto; provided that in the case of clause (iii), concurrently with the effectuation of such pre-closing reorganization, Trican U.S. will deliver to Keane Parent the written consent, in a form reasonably satisfactory to Keane Parent, of the "New LLC" (as defined in ***Annex VII*** hereto) approving the Transaction; or

(xii) agree in writing to take any of the foregoing actions.

6.2. Interim Operations of Keane Parent. Except as may be consented to in writing by Trican Parent or except as specifically contemplated by this Agreement, the Buyer Companies hereby covenant that, during the Interim Period, they shall, and Keane Parent shall cause its Affiliates to, conduct their business only in the ordinary course of business consistent with past practices, and in addition, the Buyer Companies covenant that during the Interim Period neither of them or any of their Subsidiaries will, except to the extent necessary in connection with the Financing or as contemplated by this Agreement:

(a) amend any of its organizational documents;

(b) declare, set aside for payment or pay any dividend or other distribution;

(c) mortgage, pledge, grant a security interest in or otherwise create an Encumbrance (except for Permitted Encumbrances) on any of its property or assets, or give or become party to or be bound by any guarantee, surety or indemnity, except in the ordinary course of business; or

(d) cancel or waive any Indebtedness.

6.3. Access; Confidentiality. During the Interim Period, Trican Parent and each of the Seller Companies shall (i) provide Keane Parent and its Representatives with reasonable access to all Business Employees, personnel, agents, Affiliates, Purchased Assets, Contracts, facilities, financial statements and other financial, tax or accounting information, Books, Records and Files, operating instructions and procedures, Tax Returns, and all other information of each of the Seller Companies in respect of the Business to the extent in their respective possession or control so as to afford Keane Parent full opportunity to make such review, examination and investigation of the Business as Keane Parent may desire to make, including without limitation an environmental evaluation of the of the real estate of the Business and inspection of equipment (including the Unutilized Equipment), (ii) permit Keane Parent and its Representatives to make such copies and inspections thereof as may reasonably be requested, and (iii) cause the officers of the Seller Companies to furnish Keane Parent and its Representatives with such financial and operating data and other information with respect to the Business and properties of the Seller Companies as Keane Parent and its Representatives may from time to time reasonably request; provided that (x) any such access shall be conducted at reasonable times and in such a manner as to not interfere with the normal operation of the business of the Seller Companies or Trican Parent and (y) Trican Parent, on the advice of outside legal counsel, may reasonably restrict such access to the extent reasonably necessary to comply with any applicable Competition Law. At Closing, and upon request by Keane Parent from and after Closing, Trican Parent and each of the

Seller Companies shall provide Keane Parent and its Representatives with copies of any Books, Records and Files that the Seller Companies are required by Law to retain in their possession.

6.4. S-X Compliance. Trican Parent recognizes that the ability of Keane Parent to be able to effectuate an initial public offering is a material inducement to enter into this Transaction. Accordingly, from and after Closing, Trican Parent shall, at its sole cost and expense, for the purpose of assisting Keane Parent in the preparation of audited financial statements of the Business (prepared on a pro forma basis to include, on a consolidated and consolidating basis, the combined operations of Buyer and the Business) for each of the three fiscal years immediately preceding the Closing (and for any other periods up to and including Closing), (i) provide Keane Parent and its Representatives with any information, reasonably requested, with respect to any Trican Parent charges, balances or accounts or any other intercompany charges, balances or accounts, including with respect to any other Affiliate of Trican Parent; (ii) provide Keane Parent and its Representatives with access to its employees (including without limitation, financial and accounting staff), outside accountants, financial statements and other financial, tax or accounting information, Books, Records and Files, Tax Returns, and all other information in its possession or control related to the Business; (iii) permit Keane Parent and its Representatives to make such copies and inspections thereof as may reasonably be requested; and (iv) make such financial and internal and external accounting personnel reasonably available to Keane Parent and its Representatives to discuss any of the foregoing; provided that any such access shall be conducted at reasonable times and in such a manner as to not interfere with the normal operation of the business of Trican Parent or the Seller Companies. Prior to Closing, Trican Parent shall provide, or cause to be provided, to Keane Parent with information reasonably requested by Keane Parent , including Contracts and other information related to (i) with respect to Trican Parent and the Seller Companies, any intercompany transactions and arrangements (and relevant accounting re: same), (ii) assets and liabilities of Trican Parent and any of its Subsidiaries allocated for accounting purposes to the Business or the Seller Companies, (iii) any equity or stock based compensation arrangements for employees of the Business, in each case for the three fiscal years immediately preceding the Closing and for any reporting periods up to and including Closing) and Trican Parent will also make internal and external personnel with knowledge of, or associated with, the foregoing transactions available to discuss any of the foregoing.

6.5. Interim Business Financial Statements. From the date hereof to the Closing, Trican Parent will make available to Keane Parent, within 30 days of the end of the applicable monthly accounting period for the Business, monthly unaudited balance sheets and related statements of income of the Business for each such monthly accounting periods and, within 45 days after the end of the quarterly accounting period for each of the four fiscal quarters of the Business, quarterly unaudited balance sheets and related statements of income of the Business for such quarterly accounting periods and, within 75 days of the end of the annual accounting period of the Business, annual unaudited balance sheets and related statements of income of the Business for such annual accounting period (collectively, the "***Interim Business Financial Statements***"). The Interim Business Financial Statements shall be prepared in a manner consistent in all material respects with the Business Financial Statements previously provided to Keane Parent.

6.6. Interim Financial Statements. From the date hereof to the Closing, Keane Parent will make available to Trican Parent, within 45 days of the end of the applicable quarterly accounting period for each of the four fiscal quarters the Buyer Companies, quarterly unaudited balance sheets and related statements of income of the Buyer Companies and their Subsidiaries for such quarterly accounting periods and, within 75 days of the end of the annual accounting period of the Buyer Companies, annual unaudited balance sheets and related statements of income for such annual accounting period (collectively, the "***Interim Financial Statements***"). The Interim Financial Statements shall be prepared in a manner consistent in all material respects with the Financial Statements previously provided to Trican Parent and Seller Companies.

6.7. Trican Parent Regulatory Filings. If Trican Parent is required to file a business acquisition report or other regulatory filing in accordance with applicable Canadian securities Laws with respect to the transactions contemplated hereby, Keane Parent will, on a timely basis in order for Trican Parent to prepare its required regulatory filings in Canada in compliance with the filing deadlines under such Laws, and at the sole cost and expense of Trican Parent, provide to Trican Parent and Trican U.S., as applicable, such financial and operating information regarding Keane Parent as Trican Parent reasonably requires to fulfil its regulatory filing requirements under such applicable Laws, and shall instruct the auditor of Keane Parent to cooperate with, and provide assistance to, Trican Parent and Trican U.S. to the extent reasonably required in the preparation of Trican Parent's regulatory filings.

6.8. Regulatory and Other Authorizations; Notices and Consents.

(a) Each of Trican Parent and Keane Parent shall use its commercially reasonable efforts to obtain promptly all Consents of all Governmental Authorities that may be or become necessary for the performance of its and the other Party's obligations pursuant to, and the consummation of the transactions contemplated by, the Transaction Documents, including, without limitation, Consents that may be required under the HSR Act or other Competition Law. Trican Parent and Keane Parent shall cooperate with one another in promptly seeking to obtain all such Consents. If any objections are asserted with respect to the transactions contemplated hereby under any Competition Law or if any suit or proceeding is instituted or threatened by any Governmental Authority or any private party challenging any of the transactions contemplated hereby as violative of any Competition Law, each of Keane Parent and Trican Parent shall use its commercially reasonable efforts to promptly resolve such objections. Notwithstanding anything to the contrary in this ***Section 6.8***, except as otherwise may be mutually agreed to by the Parties, nothing in this Agreement shall require or obligate Keane Parent or any of its Affiliates to, and Trican Parent shall not and shall not permit their Subsidiaries to, without the prior written consent of Keane Parent, agree or otherwise be required to sell, divest, dispose of, license, hold separate, or take or commit to take any action that limits in any respect its freedom of action after the Closing with respect to, or its ability to retain after the Closing, any businesses, products, rights, services, licenses, or assets of the Buyer Companies, Seller Companies or any of their respective Affiliates, as applicable. In furtherance and not in limitation of the foregoing, to the extent required by applicable Competition Law, each party hereto agrees to make an appropriate filing of a HSR Act Notification with respect to the transactions contemplated hereby (which filing shall request early termination of the waiting period under the HSR Act) as promptly as practicable and in any event within ten Business Days from the date hereof, or such other time as mutually agreed to by the Parties, and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and use its commercially reasonable efforts to take, or cause to be taken, all other actions consistent with this ***Section 6.8*** necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act (including any extensions thereof) as soon as practicable. Filing fees with respect to such filing and notifications shall be borne by Keane Parent.

(b) Each Party shall promptly notify the other Party of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permit the other Party to review in advance any proposed communication by such Party to any Governmental Authority relating to the matters that are the subject of this Agreement. No Party shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry related to the transactions contemplated by this Agreement (including any proceedings under or relating to the HSR Act or other Competition Law) unless it consults with the other Party in advance and, to the extent permitted by such Governmental Authority, gives the other Party the opportunity to attend and participate at such meeting. The Parties shall coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Party may reasonably request in connection with the foregoing. Where appropriate, due to competition or commercial reasons or otherwise, a Party may limit such disclosure solely to the other Parties' external legal counsel.

(c) Buyer and Keane Parent shall have the primary responsibility for securing the transfer, reissuance or procurement of the Business Permits set forth on Schedule 2.1(h) of the Seller Disclosure Schedule effective as of the Closing Date. Seller Companies shall, and Trican Parent shall cause Seller Companies to, cooperate with Keane Parent's and Buyer's efforts in this regard, assist in any transfer or reissuance of such Permits held by the Seller Companies or the procurement of any other such Business Permits when so requested by Keane Parent and use its commercially reasonable efforts to ensure that all such Business Permits are available to Keane Parent and Buyer without a disruption to the Business. Seller's commercially reasonable efforts shall include, but not be limited to, providing copies of all such Business Permits to Buyer, providing Keane Parent and Buyer with all information it requires about unshipped balances and other terms and conditions of and compliance with such Business Permits, and engaging with Governmental Authorities with or as required by Keane Parent and Buyer to secure the transfer or reissuance of the Business Permits to Buyer.

6.9. Third Party Consents. Prior to Closing, Trican Parent and the Seller Companies shall use commercially reasonable efforts to obtain the Consents set forth on ***Sections 4.2*** and ***4.5*** of the Seller Disclosure Schedule in a form reasonably satisfactory to Keane Parent.

6.10. Efforts and Actions.

(a) Each of Trican Parent and the Seller Companies, on the one hand, and Keane Parent and Buyer, on the other hand, shall, from time to time and without further consideration, either before or after the Closing, execute such further instruments and take such other actions as any other party hereto shall reasonably request in order to fulfill its obligations under any of the Transaction Documents, to effectuate the purposes of the Transaction

Documents, including, if required by a landlord, the delivery by Keane Parent of a customary guarantee to the extent required in connection with the assignment of any Leased Business Real Property to a designated Affiliate of Keane Parent.

(b) During the Interim Period, each Party shall use its commercially reasonable efforts to satisfy (or cause the satisfaction of), to the extent within its reasonable control or influence, the conditions precedent to the consummation of the Transaction as soon as practicable and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under applicable Laws to complete the Transaction, including using commercially reasonable efforts to cooperate with the other Parties in connection with the performance by the other Parties of their obligations under this ***Section 6.10***, including, without limitation, continuing to provide reasonable access to information and to maintain ongoing communications as between Representatives of the Parties and, in the case of the Buyer Companies, taking all steps within their reasonable control to ensure that the Financing occurs on or prior to Closing. During the Interim Period, the Buyer Companies shall (i) negotiate in good faith with the applicable counterparty or counterparties the final terms and conditions of the Financings and (ii) not knowingly breach, waive a material right in respect of or otherwise, to the extent within the Buyer Companies' or their Affiliate's control, fail to maintain in force and effect the Financing Commitments or if executed prior to Closing, the definitive agreements for the Financings; provided that the Buyer Companies will not, and shall not, be required to bring any Action for specific performance against the Sponsor or any lenders in connection with the Financing.

(c) During the Interim Period, Trican Parent shall promptly notify Keane Parent, and Keane Parent shall promptly notify Trican Parent, of any Actions that are threatened or commenced against any of the Seller Companies or the Buyer Companies, as applicable or any of their respective Representative thereof relating to the Business or Buyer Companies, as applicable, or the consummation of the transactions contemplated by this Agreement.

(d) Trican Parent shall take all actions necessary to cause the Seller Companies to fulfill their obligations under ***Sections 3.4***, ***3.6(d)***, ***6.1***, ***6.9 or 6.16***.

6.11. Exclusivity. During the Interim Period, none of the Seller Companies will, directly or indirectly, through any Affiliate or Representative or otherwise, continue, solicit, entertain, initiate or participate in or encourage discussions or negotiations with, or the submission of bids, offers or proposals by, any Person with respect to, whether directly or indirectly, an acquisition (by asset purchase, stock purchase, merger, combination or similar transaction) specifically in respect of the Business or any Purchased Assets, or enter into any Contract, arrangement or understanding regarding any of the foregoing or that may reasonably be expected to lead to any of the foregoing and Trican Parent shall notify Keane Parent immediately if any such bids, offers or proposals are received, or any such negotiations or discussions are sought and, if represented, the material terms thereof. In addition, during the Interim Period, except as required by applicable Law, none of the Seller Companies will, directly or indirectly, through any Affiliate or Representative or otherwise disclose any information not customarily disclosed to any Person (other than Keane Parent and Buyer) concerning the Business or afford to any such other Person access to the Business Employees, personnel, Purchased Assets, Books, Records and Files in respect of the Business, or other information specifically in respect of the Business without the prior written consent of Keane Parent. For certainty, nothing in this ***Section 6.11*** will prohibit Trican Parent from continuing, soliciting, entertaining, initiating or participating in or encouraging discussions or negotiations with, or the submission of bids, offers or proposals by, any Person with respect to Trican Parent, its Affiliates (including the Seller Companies), the Excluded Business or any other portion of Trican Parent's or the Seller Companies' respective business that is not specifically in respect of the Business or the Purchased Assets so long as such continuation, solicitation, entertainment, initiation or participation in or encouragement of discussions or negotiations with, or the submission of such bids, offers or proposals do not, and could not reasonably be determined to, interfere with, hinder or have an adverse effect on the Transaction or any transaction contemplated hereby (including the Buyer Companies rights under the Intellectual Property License Agreements); provided that, notwithstanding the foregoing, in no event shall Trican Parent or any of its Affiliates (including the Seller Companies) enter into any agreement or any transaction with any Person the consummation of which would result in the requirement of the approval of the Transaction by Trican Parent shareholders.

6.12. Notice of Certain Events. (a) Each of Trican Parent (on behalf of itself and the Seller Companies) and Keane Parent (on behalf of itself and Buyer) shall give prompt written notice to the other Party hereto of (i) the occurrence or nonoccurrence of any event causing any representation or warranty of the applicable Party contained in this Agreement to be untrue or inaccurate in any respect on or as of any date prior to the Closing Date, (ii) any failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, and (b) Trican Parent (on behalf of itself and the Seller Companies) shall give prompt written notice to Keane Parent of (x) any Action brought against (directly or indirectly) the Seller Companies or the Business; (y) the occurrence of any EH&S Event with respect to the Business; or (z) any assertion by any third party that its Consent is required in connection with the consummation of the Transaction; provided, however, in each case, that the delivery of any notice pursuant to this ***Section 6.12*** or a Party's knowledge of the facts or events described in clauses (a) and (b) above with respect to another Party shall not serve to cure such breach or non-compliance or limit or otherwise affect the remedies available hereunder to the party receiving such notice or having such knowledge. In addition, each of Trican Parent and Keane Parent shall give notice to the other Parties hereto of the occurrence after the date hereof or the non-occurrence after the date hereof of any event that could reasonably be expected to prevent the satisfaction of any of their respective conditions set forth in ***Section 7*** of this Agreement.

6.13. Publicity. Prior to the Closing, no Party will issue or cause the publication of any press release or other public announcement or public statement with respect to this Agreement and the Transaction Documents without the prior consent of the other party; provided, however, that nothing herein will prohibit any party from issuing or causing publication of any such press release or public announcement to the extent that such party reasonably determines such action to be required by Law, in which event the party making such determination will use commercially reasonable efforts to allow the other party reasonable time to comment on such release or announcement, and reasonably accept any comments so provided, in advance of its issuance.

6.14. Employee Matters.

(a) Immediately following execution of this Agreement, Trican Parent and Seller Companies shall, subject to the restrictions in ***Section 6.3***, provide Buyer Companies access to the Business Employees for the purposes of discussing employment with Buyer or one of its Affiliates. Buyer shall, or Keane Parent shall cause Buyer or one of its Affiliates to, promptly engage in such discussions and make written offers of employment as promptly as practicable after the date hereof and in all cases no later than 45 days after the date of this Agreement with such offers to be effective concurrently with the time of Closing, but subject to the Closing having occurred. Buyer shall designate in writing the Business Employees to whom Buyer or one of its Affiliates will make an offer of employment to Trican Parent as promptly as practicable after the date hereof and in all cases no later than 45 days after the date of this Agreement (the "***Designated Employees***"). Such offers of employment to the Designated Employees shall be made in a manner that complies with applicable Law (including anti-discrimination Laws) and shall include offers of compensation and employee benefits that are comparable to the compensation and employee benefits provided to similarly situated employees of the Buyer Companies. Designated Employees who accept such offer of employment, as of the effective date of their employment with Buyer or one of its Affiliates, shall be referred to as the "***Transferred Employees***". Subject to the consummation of the Transaction, with respect to any Business Employee who is not a Designated Employee and whose employment is involuntarily terminated in connection with the Transaction ("***Excluded Employees***"), Keane Parent shall, or shall cause Buyer to, following receipt of a written claim from Trican Parent, promptly reimburse Trican Parent, on behalf of the Seller Companies, for the following (the "***Termination Obligations***"):

(1) the cost of any severance benefits or salary and benefit continuance (excluding Accrued Employee Obligations) paid or provided to an Excluded Employee in connection with the Excluded Employee's involuntary termination of employment from the Seller Companies (other than due to an involuntary termination of employment for cause) that (i) (x) are paid or provided in an amount and manner consistent with the past practices of the Seller Companies, and (y) is conditioned on the Excluded Employee's timely delivery to the Seller Companies of a customary release and waiver of all claims against Seller Companies, the Buyer Companies and their respective current and former officers, directors, managers, partners, shareholders, employees, agents and Affiliates, in such form that is reasonably approved by Buyer, or (ii) are required by WARN; and

(2) the cost to the Seller Companies of offering continuation coverage under COBRA to the Excluded Employees and their beneficiaries in excess of the COBRA Aggregate Premium Amount.

Notwithstanding the foregoing, the maximum aggregate cost of the Termination Obligations to Buyer shall not to exceed $[DOLLAR AMOUNT REDACTED] (the "***Termination Cap***"). For the avoidance of doubt, the Termination Obligations shall not include any obligations to pay severance to any Business Employee who was offered, but did not accept, employment by Buyer or one of its Affiliates, which obligations shall be the sole obligation of Trican Parent or the Seller Companies.

(b) Effective on and after the Closing, the Seller Companies shall (i) continue to offer COBRA continuation coverage to any M&A Qualified Beneficiaries who are not Transferred Employees (or their beneficiaries) so long as the Seller Companies or their ERISA Affiliates maintain one or more group health plans; and (ii) retain, and hold Buyer Companies and their Affiliates harmless for, all Liability and obligations for (A) any Termination Obligations in excess of the Termination Cap, (B) M&A Qualified Beneficiaries who are neither Transferred Employees nor Excluded Employees (and their beneficiaries), and (C) any Liability for severance benefits to any Business Employees who as of Closing are neither Transferred Employees nor Excluded Employees (collectively, the "***Seller Termination Obligations***").

(c) Trican U.S. shall provide Keane Parent written notice of the aggregate amount of all Stay Bonuses actually paid under the Stay Bonus Agreements (such amount, the "***Final Stay Bonus Amount***"), and subject to the occurrence of the Closing, Keane Parent shall promptly reimburse, or cause Buyer to reimburse, Trican U.S. for fifty percent (50%) of the Final Stay Bonus Amount up to a maximum total amount of $[DOLLAR AMOUNT REDACTED] (the "***Stay Bonus Obligation***"). The amount of any Stay Bonuses and any other Liabilities under the Stay Bonus Agreements in excess of the Stay Bonus Obligation shall be a Liability of, and borne exclusively by, Trican Parent and Trican U.S.

(d) No provision in this ***Section 6.14*** shall (i) create any third party beneficiary or other rights in any Business Employee (or their beneficiaries), including any Transferred Employee, or any other Person other than the Parties and their respective successors and permitted assigns, (ii) constitute a guarantee of employment or continued employment for any Business Employee, including any Transferred Employee, (iii) restrict the rights of Buyer or any of its Affiliates to terminate the employment of any Person, including any Transferred Employee or (iv) constitute or be deemed to constitute an amendment to any Seller Benefit Plan or Buyer Benefit Plan.

6.15. Financing Cooperation.

(a) Prior to Closing, Trican Parent and Seller Companies will use commercially reasonable efforts to cause their respective Affiliates and Representatives to, provide to Keane Parent, upon reasonable notice and on a timely basis, such cooperation as may be reasonably requested by Keane Parent and its Financing Sources to assist Keane Parent in causing the conditions described in the Debt Financing Commitment that relate to any information about the Business to be satisfied and all other commercially reasonable cooperation as is reasonably requested by Keane Parent or its Financing Sources in connection with obtaining, arranging and consummating the Debt Financing in accordance with its terms, including cooperation that consists of:

(1) providing Keane Parent as promptly as reasonably practicable with such financial and other information regarding the Business as may be necessary or advisable in connection with the Debt Financing or as otherwise reasonably requested by Keane Parent in connection therewith, including furnishing Keane Parent and its Financing Sources as promptly as reasonably practicable with such required information;

(2) furnishing Keane Parent promptly with all documentation and other information regarding the Business as reasonably requested by Keane Parent in connection with such Debt Financing, including under applicable "know your customer" and anti-money laundering rules and regulations;

(3) making senior management Representatives of the Seller Companies available to: (i) assist the Financing Sources; (ii) participate in meetings, presentations, marketing and due diligence sessions and other sessions with prospective lenders in connection with the Debt Financing to the extent reasonably requested by such prospective lenders or Buyer; and (iii) assist with the preparation of materials for bank information memoranda and similar documents required in connection with the arranging, obtaining and consummation of the Debt Financing, which includes the consent to the reasonable use of each of the Business's logos in connection with the Debt Financing (and will, upon request of Buyer, provide Buyer with electronic versions of such logos for such use); and

(4) assisting in (i) obtaining subordination and non-disturbance agreements, landlord waivers, collateral access agreements, consents and other customary agreements from any landlord, (ii) the evaluation by the Financing Source of the cash management systems to be used in the conduct of the Business and obtaining deposit and securities account control agreements from banks, securities intermediary or other financial institutions, (iii) procuring information required by a Financing Source related to certificates of title of the Business, (iv) obtaining appraisals, assessments or other evaluations of the Purchased Assets, (v) obtaining the execution and delivery of any other customary credit documentation and certificates or other documents or backup therefor and for legal opinions, in each case, as may be reasonably requested and (vi) retitling of vehicles;

provided, however, that notwithstanding anything in this Agreement to the contrary: (i) neither the Seller Companies, nor any of its Representatives or Affiliates will be required to execute or enter into any certificate, instrument, Contract or other document in connection with the Debt Financing, including any solvency certificate (but may require delivery in escrow of the signatures of certain officers of the Business who will continue with the Business after Closing so long as such signatures are not effective prior to Closing); (ii) nothing herein will require any actions or efforts on the part of Seller Companies or any of their respective Affiliates or Representatives in connection with the Debt Financing to the extent it would interfere unreasonably with the business or operations of the Business; (iii) neither Trican Parent, the Seller Companies, any Affiliates of Trican Parent or the Seller Companies, nor any Representatives of any of the foregoing will be required to pay any commitment or other similar fee or incur any other Liability or to enter into any Contracts (including creation or perfection of any security interests or liens or pledge of any collateral) in connection with the Debt Financing; and (iv) nothing herein will require the Seller Companies to adopt resolutions approving the Debt Financing or otherwise approving the Contracts, documents or instruments pursuant to which the Debt Financing is made.

(b) Notwithstanding anything herein to the (b) contrary, Keane Parent shall, or shall cause Buyer to, promptly, upon request by Trican Parent, reimburse Trican Parent or the Seller Companies, as applicable, for all reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) and Liabilities incurred by Trican Parent, the

Seller Companies, any Affiliates of Trican Parent or the Seller Companies, or any Representatives of the foregoing in connection with their cooperation contemplated by this ***Section 6.15***.

(c) Notwithstanding anything herein to the contrary, Keane Parent shall indemnify and hold harmless Trican Parent, the Seller Companies, any Affiliates of Trican Parent or the Seller Companies, and any Representatives of the foregoing from and against any and all Liabilities, losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the Debt Financing, in each case other than to the extent any of the foregoing arises from the inaccurate information provided by Trican Parent, the Seller Companies or any of their Affiliates, the bad faith, gross negligence or willful misconduct of, or material breach of this Agreement by, Trican Parent, the Seller Companies, any Affiliates of Trican Parent or the Seller Companies, or any Representatives of the foregoing.

6.16. Litigation Defense; Disclosed Obligations. The Parties agree that, from and after the Closing, (a) Keane Parent shall control the defense of the Disclosed Claims set forth on ***Annex V-a*** hereto (although Trican Parent will have reasonable information and consultation rights in connection therewith) and (b) Trican Parent shall control the defense of the Disclosed Claims set forth on ***Annex V-b*** hereto (although Keane Parent will have reasonable information and consultation rights in connection therewith); provided in the case of clause (b), that (i) the Disclosed Obligations Cap has not been exhausted and (ii) the Disclosed Obligations Cap would not be exhausted if the amount in controversy in the applicable Disclosed Claim (if decided adversely) would, when aggregated with all amounts paid or in controversy, with respect to all other Disclosed Claims previously settled or pending under the control of a Seller Company or its Affiliates, reasonably be expected to exceed the Disclosed Obligations Cap. Neither Party shall settle any Disclosed Claim without the other Party's prior consent, such consent not to be unreasonably withheld, conditioned or delayed. Trican U.S. shall pay (or cause to be paid), to Keane Parent, all Disclosed Obligations (up to the Disclosed Obligations Cap), as and when due and payable, and Keane Parent and Buyer will thereafter be solely responsible for the Disclosed Obligations.

6.17. Insurance Cooperation. Notwithstanding anything to the contrary in this Agreement, promptly after Closing (a) the Seller Companies shall (i) add Buyer as an additional insured on all Business Insurance Policies or, (ii) in the event that Buyer cannot be added as an additional insured, Seller Companies shall assign, to the extent assignable, to Buyer the right, power and authority, to make directly to the insurer any request for payment under the Business Insurance Policies relating to any Assumed Liability, or to the extent the insurable loss occurred on or after the date hereof, the Business or the Purchased Assets, or in the event Buyer is unable to make direct claim for payment, Seller Companies shall cooperate with Buyer in filing any insurance claims and in the collection of insurance proceeds, including where permitted by Law transferring to Buyer the right to pursue insurance proceeds related to the Assumed Liabilities, or the Business to the extent the insurable loss occurred on or after the date hereof, the Purchased Assets, and any Casualty or Condemnation; and (b) Seller Companies shall assign, to the extent assignable, to Buyer, the right to receive, or to the extent such right is not assignable Seller Companies shall pay to Buyer as and when received, any future payment under the applicable insurance policy with respect to the Business for Assumed Liabilities. Any party receiving a notice with respect to any Assumed Liability, the Business or the Purchased Assets shall promptly notify all other Parties hereto.

6.18. Updated Schedules. Subject to ***Section 6.1,*** the Buyer Companies agree that, with respect to the representations and warranties of Trican Parent and the Seller Companies contained in this Agreement or any Contract entered into during the Interim Period in accordance with the terms of this Agreement, Trican Parent and the Seller Companies shall have the continuing right until Closing to add, supplement or amend the Seller Disclosure Schedules with respect to any matter hereafter arising, which, if existing at the date hereof or thereafter, would have been required to be set forth or described in such Seller Disclosure Schedules; provided, however, in no event shall the additions, supplements or amendments to the Seller Disclosure Schedules be reasonably expected to result in Losses by the Buyer Companies in excess of the Basket; provided that the Deductible and the Cap shall not be taken into consideration in the calculation of such Losses.

6.19. Delayed Transfer Assets. To the extent that any Purchased Asset or any claim, right or benefit arising under or resulting from such Purchased Asset is not capable of being transferred without the Consent of any third Person, or if the transfer of any Purchased Asset would constitute a breach of any obligation under, or a violation of, any applicable Law unless the Consent of such third Person is obtained (all such Purchased Assets being collectively referred to in this Agreement as "***Delayed Transfer Assets***"), except as otherwise expressly provided in this Agreement and without limiting the rights and remedies of Keane Parent or the Buyer contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer any such Delayed Transfer Asset unless and until such Consent has been obtained. After the Closing and until all such Delayed Transfer Assets are transferred to the Buyer, Trican Parent and the Seller Companies shall use commercially reasonable efforts to, at the sole expense of the Seller Companies (except in the case of clause (f) below):

(a) hold the Delayed Transfer Assets in trust on behalf of, and as bare trustee for, the Buyer;

(b) comply with the terms and provisions of or relating to the Delayed Transfer Assets as agent for the Buyer and for the Buyer's benefit;

(c) cooperate with Keane Parent and the Buyer in any reasonable and lawful arrangements designed to provide the benefits of the Delayed Transfer Assets to the Buyer;

(d) enforce, at the written request of Keane Parent and for the account of the Buyer, any rights of the Seller Companies under or arising from the Delayed Transfer Assets against any third Person, including the right to elect to terminate any such rights in accordance with the terms of such rights upon the written direction of Keane Parent;

(e) obtain any Consent required to transfer and assign the Delayed Transfer Assets; and

(f) make any required payment pursuant to the terms of such Delayed Transfer Asset's Lease or underlying Contract; provided that Keane Parent shall promptly reimburse Trican Parent for such payments upon receipt of appropriate documentation therefor.

In order that full value of the Delayed Transfer Assets may be realized for the benefit of Keane Parent and the Buyer, Trican Parent and the Seller Companies shall, at the written request, under the direction of Keane Parent and as permitted by any applicable Contract or applicable Law, in the name of the Seller Companies or otherwise as Keane Parent may specify, take all such action and do or cause to be done all such things as are, in the opinion of Keane Parent, necessary or proper in order that the obligations of the Seller Companies under such Delayed Transfer Assets may be performed in such manner that the value of such Delayed Transfer Assets is preserved and enures to the benefit of Keane Parent and the Buyer, and that any moneys due and payable and to become due and payable to Keane Parent in and under such Delayed Transfer Assets are received by the Buyer. Trican Parent shall, or shall cause the Seller Companies to, promptly pay to Keane Parent all moneys collected by or paid to the Seller Companies in respect of every such Delayed Transfer Asset. Notwithstanding the foregoing, nothing herein shall obligate or be construed to obligate Keane Parent or the Buyer to make, or to cause any of its Affiliates to make, any payment to any Person (it being understood and agreed that the Seller Companies shall be permitted, but not obligated, to make such payments on the Buyer 's behalf) or to consent to any material amendment, extension or modification of any Delayed Transfer Asset in order to obtain such Consent or to transfer any Delayed Transfer Asset in violation of its terms.

6.20. Waste. Prior to the Closing Date, the Seller Companies shall dispose of (a) all Hazardous Materials associated with the Business that meet the definition of a waste under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or analogous state law, and (b) all waste materials, that, in either case of (a) or (b), as of the Closing Date, would be present for 60 days or more at any of the Owned Business Real Property or Leased Business Property or at any other property at which the Business operates, including without limitation customer sites. Such disposal shall comply in all material respects with all Environmental Laws, including without limitation all waste characterization, notice and manifest requirements.

6.21. Tax Matters.

(a) To the extent any Transfer Taxes are incurred, regardless of the Person, in connection with the consummation of the Transaction, Trican Parent and the Seller Companies will assume responsibility for 50% of those Transfer Taxes up to an aggregate Transfer Taxes amount of $[DOLLAR AMOUNT REDACTED] (which, for clarity, would result in Trican Parent and the Seller Companies assuming responsibility for $[DOLLAR AMOUNT REDACTED] of such Transfer Taxes), and any and all Transfer Taxes in excess of such amount will be borne exclusively by the Buyer Companies. The Parties shall cooperate in the preparation, execution and filing of all Tax Returns regarding any Transfer Taxes that become payable in connection with the transactions contemplated by this Agreement.

(b) The Parties shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation, or other proceeding with respect to Taxes relating to the Purchased Assets. Such cooperation shall include the retention and (upon another Party's request) the provision of records and information that are relevant to any such Tax Return or audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided under this Agreement. Trican Parent and the Seller Companies agree to retain all books and records with respect to Tax matters pertinent to the Purchased Assets relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the respective taxable periods and to abide by all record retention agreements entered into with any Governmental Authority.

6.22. Misdirected Customer Payments. During the first six months following Closing, Trican Parent shall, and shall cause its Affiliates to, screen their respective lockbox accounts and customer remittances weekly to determine whether Trican Parent or any Seller Company has received any payment that should have been directed or delivered to Keane Parent or Buyer. Trican Parent shall, and shall cause its Affiliates to, remit to Keane Parent, with reasonable promptness, and no later than five Business Days after receipt thereof, any monies or other assets received by the Seller Companies, Trican Parent or any of their Affiliates constituting a Purchased Asset or which accrued to the Business after the Closing. If any Person determines that funds previously paid or credited to Trican Parent, the Seller Companies or any of their Affiliates in respect of services rendered prior to the Closing Date have resulted in an overpayment or must be repaid, then Trican Parent shall be responsible for the repayment of such monies (and the defense of such actions). If the Buyer Companies suffer any deduction to or offset against amounts due to them of funds previously paid or credited to any of the Seller Companies in respect of the services rendered prior to the Closing Date, then unless such amounts were accounted for in the calculation of Final Net Working Capital, Trican Parent shall immediately pay to the Buyer Companies the amounts so billed or offset upon written demand.

6.23. Power of Attorney. Effective as of the Closing, each of the Seller Companies hereby irrevocably makes, constitutes and appoints Buyer as their agent, and authorizes and empowers Buyer (or any of the Buyer Companies designated thereby) to fulfill the role of each Seller Company hereunder, and each Seller Company appoints Buyer (and any of the Buyer Companies designated thereby) as such Seller Company’s true and lawful attorney in fact and agent, for such Seller Company for the sole and exclusive purpose of executing any transfers, conveyances or other documents reasonably necessary in order to effect the transfer and conveyance of the Purchased Assets to Buyer following Closing, provided for certainty that neither Buyer nor any of the Buyer Companies designated thereby will take any actions in such capacity that could result in Trican Parent or any of the Seller Companies becoming liable for or assuming any actual or contingent obligation or Liability in addition to those expressly contemplated by this Agreement. The dissolution, liquidation, insolvency or bankruptcy of Trican Parent or any of the Seller Companies shall not terminate the authority and agency of Buyer (or any of the Buyer Companies designated thereby) as each Seller Company’s representative pursuant to this ***Section 6.23***. The power of attorney granted in this ***Section 6.23*** is coupled with an interest and is irrevocable.

6.24. Alternate Financing. If any portion of the Debt Financing becomes unavailable on the terms and conditions contemplated in the Debt Financing Commitments, Keane Parent will use its reasonable efforts to arrange to obtain alternative financing from alternative sources on terms no less favorable in the aggregate to Keane Parent (as determined in the reasonable judgment of Keane Parent) as promptly as practicable following the occurrence of such event. To the extent Keane Parent obtains alternative financing pursuant to this ***Section 6.24***, references to the "Debt Financing", the "Financing", the "Debt Financing Commitment" and the "Financing Commitments" (and other like terms in this Agreement) will be deemed to refer to such alternative financing.

6.25. Commencement of Litigation. If [NAME REDACTED] fails to provide its portion of the Debt Financing at Closing in accordance with the Term Debt Commitment and (a) [NAME REDACTED] conditions to its obligations in the Term Debt Commitment are satisfied or waived, (b) the conditions to the obligations of Keane Parent and the Buyer under ***Sections 7.1*** and ***7.2*** are satisfied or waived and (c) as a result of [NAME REDACTED] failure to provide such Debt Financing, Keane Parent is obligated to pay Trican Parent the Tier One Termination Fee pursuant to ***Section 8.4***, then Keane Parent will, or will cause its appropriate Subsidiary to, promptly commence, and diligently pursue, an Action against [NAME REDACTED] to obtain the maximum amount of damages from [NAME REDACTED] available under Law, but subject in all respects to the limitations set forth in the Term Debt Commitment. For the avoidance of doubt, in no event shall Keane Parent or any of its Subsidiaries be obligated to commence an Action for specific performance of the Term Debt Commitment or to seek damages in excess of $20,000,000 from [NAME REDACTED].

6.26. Transitional Trademark License.

(a) Except as set forth in ***Section 6.26(b)***, after the Closing, Buyer shall not use or otherwise exploit any name in the Business incorporating "TRICAN" or any derivation thereof that would reasonably be expected to be confused therewith (the "***Trican Marks***").

(b) As promptly as practicable but in no event later than 12 months following the Closing ("***Phaseout Period***"), the Buyer shall remove or otherwise obliterate the Trican Marks from all materials owned by the Buyer or its Affiliates associated with the Business, including any buildings, vehicles, equipment, business cards, schedules, stationery, packaging materials, displays, signs, promotional materials, advertising, manuals, forms, computer software and other materials or fixed assets; *provided* that the Buyer (i) shall not be obligated to remove or otherwise obliterate the Trican Marks: (A) prior to the end of the applicable Phaseout Period, (B) with respect to displays of the Trican Marks on equipment (but not buildings, vehicles, signs and storage tanks) that is not reasonably likely to be seen by the public or cannot be seen by the public without unlawful entry on the applicable location of such equipment and if it is commercially unreasonable to remove or otherwise obliterate, or (C) from all books and records (but not stationery, promotional materials and advertising) and all archived materials, technical drawings, invoices and manuals; (ii) shall have the right and license to sell existing products and to use existing packaging, labeling, containers, supplies, advertising materials, technical data sheets and any similar materials bearing the Trican Marks until the earlier of (A) the expiration of the Phaseout Period, and (B) the date existing stocks are exhausted; and (iii) shall have the right and license to use the Trican Marks in connection with the transition of email services (x) of the Business until six months after the Closing Date. Subject to the terms and conditions of this Agreement, Trican Parent grants Buyer a limited royalty-free, non-exclusive, personal license to use the Trican Marks solely in the Territory during the Phaseout Period in the operation of the Business, including to offer for sale goods and services sold by Trican Parent and its Affiliates prior to the Closing Date in the Territory. The foregoing trademark license is granted on the condition that the goods and services sold under the Trican Marks shall be in accordance with the standards and quality of the goods and services offered by Trican Parent and its Affiliates under the Trican Marks in the Territory prior to the Closing Date, and Buyer shall adhere to any reasonable quality control standards that Trican Parent may promulgate and provide Buyer notice of during the Phaseout Period. Such license rights are personal to Buyer and not transferable other than to Buyer's Subsidiaries without the express consent of Trican Parent, which Trican Parent may withhold in its sole discretion. Buyer shall not claim any title or any proprietary right to the Trican Marks by virtue of the licenses granted above to Buyer. All use of the Trican Marks under the licenses in this Section shall inure solely to the benefit of Trican Parent.

6.27. Reimbursement of Certain Expenses. If the Closing occurs, at Closing, or if this Agreement is terminated in accordance with ***Section 8*** (absent a willful or intentional breach by Trican Parent or the Seller Companies), then within five days from such termination, Keane Parent shall reimburse, or cause to be reimbursed, Trican Parent for its reasonable and documented out-of-pocket expenses, not to exceed $150,000, incurred in connection with the Transaction.

SECTION 7. CLOSING CONDITIONS AND DELIVERIES

7.1. Conditions to Trican Parent's and Keane Parent's Obligation to Effect the Closing. The respective obligations of each of Trican Parent and the Seller Companies and Keane Parent and Buyer to effect the Closing shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions (any of which may be waived by the mutual agreement of Trican Parent and Keane Parent, in whole or in part):

(a) no Action, Order or Law by or before any Governmental Authority or investigation by any Governmental Authority shall have been enacted, issued, promulgated, enforced, instituted or be pending or threatened that would be reasonably likely to enjoin, restrain or prohibit this Agreement or consummation of the transactions contemplated by this Agreement or otherwise limit in any material respect the right of Buyer to own or exercise rights in respect of Business after the Closing; provided that Trican Parent and Keane Parent shall use their respective commercially reasonable efforts to cause any such Action or Order to be vacated or lifted; and

(b) (i) the applicable waiting period, together with any extensions thereof, under the HSR Act shall have expired or been terminated and (ii) all consents, waivers, authorizations and approvals required to be obtained from, and all filings or notices required to be made with, any Governmental Authority necessary under any applicable Law for the consummation of the transactions contemplated by this Agreement, shall have been obtained or made.

7.2. Conditions to Obligations of Keane Parent and Buyer to Effect the Closing. The obligation of Keane Parent and Buyer to consummate the Closing shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any of which may be waived by Keane Parent, in whole or in part):

(a) subject to ***Section 6.18***, all of the representations and warranties (other than the Fundamental Representations) of Trican Parent and the Seller Companies set forth in this Agreement shall have been true and correct in all material respects when made, all of the representations and warranties (other than the Fundamental Representations) of Trican Parent and the Seller Companies set forth in this Agreement shall be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date (in either case, without giving effect to any statement of materiality or a "Material Adverse Effect" qualifier) except, in each case, that those representations and warranties that address matters only as of a particular date shall remain true and correct in all material respects as of such date. The Fundamental Representations shall be true and correct in all respects upon execution of this Agreement and as of the Closing Date as though made on and as of the Closing Date. Without limiting the foregoing, the Parties acknowledge and agree that, for the purposes of this ***Section 7.2(a)***, the conditions set forth above that (i) all of the representations and warranties (other than the Fundamental Representations) of Trican Parent and the Seller Companies set forth in this Agreement be true and correct in all material respects when made, (ii) all of the representations and warranties (other than the Fundamental Representations) of Trican Parent and the Seller Companies set forth in this Agreement be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date (in either case, without giving effect to any statement of materiality or a "Material Adverse Effect" qualifier) except, in each case, that those representations and warranties that address matters only as of a particular date shall remain true and correct in all material respects as of such date, and (iii) the Fundamental Representations be true and correct in all respects upon execution of this Agreement and as of the Closing Date as though made on and as of the Closing Date, will in the case of (i), (ii) and (iii) above, not be considered to have not been satisfied to the extent that if, after Closing, any of the Buyer Indemnified Parties had sought indemnification for such failure pursuant to ***Section 9.2(a)***, the indemnification for Losses payable to the Buyer Indemnified Parties as a direct result of that failure would not be reasonably likely to exceed the Basket as reduced (but not below $0) on a dollar-for-dollar basis by the aggregate amount of the reasonably expected Losses (without taking into account the Deductible and the Cap for the calculation of such Losses) incurred, or to be incurred, by the Buyer Companies as a result of any additions, supplements or amendments to the Seller Disclosure Schedules pursuant to ***Section 6.18***. Furthermore, and without limiting the foregoing, the Parties acknowledge and agree that, for the purposes of this ***Section 7.2(a)***, any failure of the representation and warranty of Trican Parent and the Seller Companies in ***Section 4.4(a)*** to be true and correct in all respects upon execution of this Agreement or as of the Closing Date as though made on and as of the Closing Date will be deemed not to be a failure to so satisfy such condition to the extent that, prior to Closing, Trican Parent and the Seller Companies remedy such failure either by replacing the applicable Purchased Asset to which the applicable Seller Company does not have good, valid and marketable title, subject to Permitted Encumbrances, with an asset of same type and condition and of the same value, or by otherwise remedying the title issue so as to cause compliance with the representation and warranty in ***Section 4.4(a)***.

(b) Trican Parent and the Seller Companies shall have performed in all material respects all obligations and shall have complied in all material respects with all covenants required to be performed or complied with on or prior to the Closing by it or them under this Agreement;

(c) since the date hereof, there shall has been no change, event or occurrence that has had or could reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect;

(d) Keane Parent shall have received to its reasonable satisfaction, the deliveries required under ***Section 3.4***;

(e) each of the Lender Consents is in full force and effect and the release of all collateral constituting Purchased Assets has occurred or will occur concurrently with Closing; and

(f) Keane Parent shall have received (i) from Trican Parent and each of the Seller Companies a certificate executed by an officer of Trican Parent and each of the Seller Companies, in their capacity as an officer, to the effect that the statements set forth in ***Sections 7.2(a)*** through ***7.2(c)*** above with respect to Trican Parent and such Seller Companies are true and correct;

7.3. Conditions to Obligations of Trican Parent and the Seller Companies. The obligations of Trican Parent and the Seller Companies to consummate the Closing shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any of which may be waived by Trican Parent, in whole or in part):

(a) all of the representations and warranties of the Buyer Companies (other than the Fundamental Representations) set forth in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date (in either case, without giving effect to any statement of materiality or a "Material Adverse Effect" qualifier) except, in each case, that those representations and warranties that address matters only as of a particular date shall remain true and correct in all material respects as of such date. The Fundamental Representations shall be true and correct in all respects upon execution of this Agreement and as of the Closing Date, as though made on and as of the Closing Date;

(b) Keane Parent and Buyer shall have performed in all material respects all obligations and shall have complied in all material respects with all covenants required to be performed or complied with on or prior to the Closing by the Buyer Companies under this Agreement;

(c) since the date hereof, there shall has been no change, event or occurrence that has had, or could reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect;

(d) Trican Parent shall have received to its reasonable satisfaction, the deliveries required under ***Section 3.5***; and

(e) Trican Parent shall have received (i) from Keane Parent and Buyer a certificate executed by an officer of Keane Parent and Buyer, in their capacities as officers, to the effect that the statements set forth in ***Sections 7.3(a)*** and ***(b)*** with respect to the Buyer Companies are true and correct.

7.4. Frustration of Closing Conditions. None of the Parties hereto may rely on the failure of any condition set forth in this ***Section 7*** to be satisfied if such failure was caused by such party's failure to act or to use its commercially reasonable efforts (or such efforts as required pursuant to ***Section 6.10***) to cause the Closing to occur.

SECTION 8. <u>TERMINATION</u>

8.1. Termination. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement may be terminated at any time prior to the Closing:

(a) by the unanimous written consent of Trican Parent and Keane Parent;

(b) by any Party hereto if any Governmental Authority shall have issued a non-appealable Order or enacted, promulgated or instituted any Law that permanently restrains, enjoins or otherwise prohibits this Agreement or the consummation of the transactions contemplated by this Agreement;

(c) by Keane Parent if there has been a misrepresentation that would result in the condition to closing set forth in ***Section 7.2(a)*** not to be satisfied or there has been a material breach of any obligation or covenant by Trican Parent or the Seller Companies that would result in the condition to closing set forth in ***Section 7.2(b), 7.2(d)*** or ***7.2(e)*** not to be satisfied; <u>provided</u>, <u>however</u>, that, if such breach is reasonably capable of being cured prior to the Outside Date, Trican Parent and the Seller Companies shall have until the second Business Day prior to the Outside Date to cure such breach (including by curing a misrepresentation made as of the date hereof such that it ceases to be the subject of a misrepresentation that would result in the condition to closing set forth in ***Section 7.2(a)*** not to be satisfied if such representation or warranty were to be given on the cure date) before Keane Parent may so terminate this Agreement; <u>provided</u> <u>further</u>, <u>however</u>, that Keane Parent shall not have the right to terminate this Agreement pursuant to this ***Section 8.1(c)*** if there has been a misrepresentation that would result in the condition to closing set forth in ***Section 7.3(a)*** not to be satisfied or there has been a material breach of any obligation or covenant by Keane Parent or the Buyer that would result in the condition to closing set forth in ***Section 7.1*** or ***7.3(b)***,***7.3(d)*** or ***7.3(e)*** not to be satisfied;

(d) by Trican Parent if (i) there has been a misrepresentation that would result in the condition to closing set forth in ***Section 7.3(a)*** not to be satisfied or (ii) there has been a material breach of any obligation or covenant by Keane Parent or the Buyer that would result in the condition to closing set forth in ***Section 7.3(b)***,***7.3(d)*** or ***7.3(e)*** not to be satisfied; <u>provided</u>, <u>however</u>, that, if such breach is reasonably capable of being cured prior to the Outside Date, Keane Parent and the Buyer shall have until the second Business Day prior to the Outside Date to cure such breach (including by curing a misrepresentation made as of the date hereof such that it ceases to be the subject of a misrepresentation that would result in the condition to closing set forth in ***Section 7.3(a)*** not to be satisfied if such representation or warranty were to be given on the cure date) before Trican Parent may so terminate this Agreement; provided further, however, that Trican Parent shall not have the right to terminate this Agreement pursuant to this ***Section 8.1(d)*** if there has been a misrepresentation that would result in the condition to closing set forth in ***Section 7.2(a)*** not to be satisfied or there has been a material breach of any obligation or covenant by Trican Parent or the Seller Companies that would result in the condition to closing set forth in ***Section 7.1*** or ***7.2(b), 7.2(d)*** or ***7.2(e)*** not to be satisfied;

(e) by any Party if the Closing shall not have occurred on or prior to the Outside Date; provided that no Party may terminate this Agreement pursuant to this ***Section 8.1(e)*** if such Party's or its Affiliate's failure to fulfill any of its or their respective obligations under this Agreement, or the failure of such Party's representations and warranties provided for in this Agreement to be true and correct the extent required pursuant to ***Section 7.2*** or ***7.3*** as a condition of Closing, as applicable, shall have been the proximate cause of the Closing not to have occurred on or before said date; or

(f) by Trican Parent (i) if each of the conditions to the obligations of Keane Parent and Buyer in ***Sections 7.1*** and ***7.2*** have been satisfied or waived (except for conditions that would be by their nature be satisfied upon consummation of the Transaction), and (ii) if Trican Parent has delivered an irrevocable written notice to Keane Parent stating that, if the conditions to the obligations of Trican Parent and the Seller Companies in ***Sections 7.1*** and ***7.3*** have been satisfied or waived (except for conditions that would be by their nature be satisfied upon consummation of the Transaction) and the Equity Financing Commitment and the Debt Financing Commitment are funded, Closing will occur, and Keane Parent and Buyer fail to consummate the Transaction within three Business Days following the date of Keane Parent's receipt of such notice solely because the Term Debt Commitment (or an alternative financing in accordance with ***Section 6.24***) has not been, or is not reasonably likely to be, made available to Buyer and its applicable Affiliates in accordance with the Term Debt Commitment (or any analogous commitment in connection with an alternative financing described in ***Section 6.24***) in circumstances where the proximate cause of such Term Debt Commitment (or if applicable, any analogous commitment in connection with an alternative financing described in ***Section 6.24***) not being made available is not due to the failure of the Equity Financing to be made available in accordance with the terms of the Equity Financing Commitment.

8.2. Effect of Termination. In the event of the termination of this Agreement by any Party hereto pursuant to the terms of this Agreement, written notice thereof shall forthwith be given to the other Party or Parties specifying the provision hereof pursuant to which such termination of this Agreement is made, and this Agreement shall become void and of no further force and effect, except for the provisions of (a) ***Section 6.3*** relating to certain confidentiality obligations, (b) ***Section 6.13*** relating to publicity, (c) this ***Section 8,*** (d) ***Section 6.25***, but only in the event that the Tier One Termination Fee is payable to Trican Parent and (e) ***Section 10***. In such instance, each Party hereto shall return or destroy all documents and other materials received from the other Parties hereto relating to this Agreement, and all confidential information received by each Party hereto with respect to any other Party shall be treated in accordance with the terms of ***Section 6.3***. If this Agreement is terminated as permitted by this ***Section 8*** such termination shall be without liability of any party (or any of its Affiliates, Representatives or Representatives of its Affiliates) to any other party to this Agreement; except as set forth in ***Section 8.3*** and ***Section 8.4*** below.

8.3. ***Expense Reimbursement/ Losses of Keane Parent***. In the event that Keane Parent terminates this Agreement pursuant to (a) ***Section 8.1(c)*** absent a willful or intentional breach by Trican Parent or the Seller Companies, Trican Parent shall pay, or shall cause to be paid, to Keane Parent or Buyer, as the sole and exclusive remedy of Keane Parent and Buyer in respect of such termination, by wire transfer of immediately available funds to an account designated in writing by Keane Parent, all reasonable out-of-pocket fees (including legal fees) and expenses (the "***Fees and Expenses***"), incurred by Keane Parent or Buyer in connection with this Agreement, the transactions contemplated hereby and enforcing this ***Section 8.3*** or (b) ***Section 8.1(c)*** as a result of a willful or intentional breach by Trican Parent or the Seller Companies, Trican Parent shall pay, or cause to be paid, to Keane Parent or Buyer by wire transfer of immediately available funds to an account designated in writing by Keane Parent, the Fees and Expenses and any other damages to which Keane Parent or Buyer may be entitled at law or in equity as a result of such willful or intentional breach.

8.4. ***Termination Fee***. In the event that Trican Parent is entitled to terminate this Agreement pursuant to (a) ***Section 8.1(f)*** or ***Section 8.1(d)*** absent a willful or intentional breach by Keane Parent or Buyer that is the proximate cause of the Transaction not being consummated or not being able to be consummated, then in either case Keane Parent shall pay, or cause to be paid, to the Seller Companies by wire transfer of immediately available funds to an account designated in writing by Trican Parent, a termination fee of $20,000,000 (the "***Tier One Termination Fee***"), or (b) ***Section 8.1(d)***, but solely as a result of Keane Parent's or Buyer's willful or intentional breach that is the proximate cause of the Transaction not being consummated or not being able to be consummated or in the event Keane Parent or Buyer otherwise fails to consummate the Transaction after satisfaction or waiver of each condition to the obligations of Keane Parent and Buyer under ***Sections 7.1*** and ***7.2*** (except for conditions that would by their nature be satisfied upon the consummation of the Transaction) and in the event the Transaction was consummated and the Equity Financing was made available in accordance with the terms set forth in the Equity Commitment Letter, the debt financing contemplated by the Term Debt Commitment (or any analogous commitment in connection with any alternative financing described in Section 6.24) would be made available to Buyer in accordance with the Term Debt Commitment (or such alternative commitment), then in each of the foregoing cases Keane Parent shall pay, or cause to be paid, to the Seller Companies, a termination fee of $55,000,000 (the "***Tier Two Termination Fee***") by wire transfer of immediately available funds to an account designated in writing by Trican Parent no later than two Business Days after the date of such termination. The Parties acknowledge and agree that in no event will both the Tier One Termination Fee and the Tier Two Termination Fee be payable and no Buyer Company will be required to pay the Tier One Termination Fee or the Tier Two Termination Fee on more than one occasion. If Trican Parent is entitled to terminate this Agreement in circumstances where both the Tier One Termination Fee and the Tier Two Termination Fee would be payable, only the Tier Two Termination Fee will be payable by Keane Parent to the Seller Companies. The Parties have agreed in light of the circumstances existing at the time of execution of this Agreement (including the inability of the Parties to quantify the damages that may be suffered by Trican Parent and the Seller Companies) that this ***Section 8.4*** is reasonable, that the Tier One Termination Fee or the Tier Two Termination Fee, as applicable, represents a good faith, fair estimate of the damages that Trican Parent and the Seller Companies would suffer in the applicable circumstances and that, if payable, the Tier One Termination Fee or the Tier Two Termination Fee, as applicable, shall be payable as liquidated damages (and not as a penalty) without requiring Trican Parent or the Seller Companies to prove actual damages. Notwithstanding anything to the contrary in this Agreement, in the event that Keane Parent or Buyer fails to effect the Closing for any reason or no reason or a breach of its obligations hereunder (whether willfully, intentionally, knowingly or otherwise) or fails to perform hereunder (whether willfully, intentionally, knowingly or otherwise), then the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of Trican Parent and the Seller Companies or any Person claiming by, through or for the benefit of the Seller Companies or Trican Parent against Keane Parent or the Buyer and each of their former, current or future equity holders, controlling Persons, managers, officers, employees, agents, general or limited partners, managers, management companies, members, Affiliates, Representatives or assignees and any and all former, current or future heirs, executors, administrators, trustees, successors or assigns of any of the foregoing, (each, a "*Buyer Related Party*," and collectively, the "***Buyer Related Parties***") in respect of this Agreement, any Transaction Document or agreement executed in connection herewith (including the Financing Commitments) and the transactions contemplated hereby and thereby shall be to terminate this Agreement in accordance with this ***Section 8*** and collect hereunder the Tier One Termination Fee or the Tier Two Termination Fee, as applicable; and upon payment of such amount, and subject to performance by the applicable Buyer Related Parties of their respective surviving obligations as set forth in ***Section 8.2***, no Buyer Related Party shall have any other Liability or obligation for any or all Losses or damages suffered or incurred by Trican Parent and the Seller Companies in connection with this Agreement (including with respect to the Financing Commitments or the termination hereof), the transactions contemplated hereby (and the abandonment thereof) or any matter forming the basis for such termination, and neither Trican Parent or the Seller Companies nor any of their respective directors, officers, employees, stockholders, partners, Affiliates or Representatives shall be entitled to bring or maintain any other claim, Action or proceeding against any Buyer Company or any other Buyer Related Party arising out of this Agreement or any of the transactions contemplated hereby or any matters forming the basis for such termination. Notwithstanding anything to the contrary in this Agreement, Trican Parent and the Seller Companies agree that the maximum aggregate liability, in the aggregate, of Keane Parent and Buyer under this Agreement, except in respect of the performance by the applicable Buyer Related Parties of their respective surviving obligations as set forth in ***Section 8.2***, shall be limited to an amount equal to the Tier One Termination Fee in the event Trican Parent terminates this Agreement pursuant to ***Section 8.1(f)*** or ***8.1(d)***, in each case, absent a willful or intentional breach by Keane Parent or Buyer that is the proximate cause of the Transaction not being consummated or not being able to be consummated or the Tier Two Termination Fee if Trican Parent terminates this Agreement pursuant to ***Section 8.1(d)***, but solely as a result of (1) Keane Parent's or Buyer's willful or intentional breach that is the proximate cause of the Transaction not being consummated or not being able to be consummated, or (2) in the event Keane Parent or Buyer otherwise fails to consummate the Transaction after satisfaction or waiver of each condition to the obligations of Keane Parent and Buyer under ***Sections 7.1*** and ***7.2*** (except for conditions that would by their nature be satisfied upon the consummation of the Transaction) and in the event the Transaction was consummated, the debt financing contemplated by the Term Debt Commitment (or any analogous commitment in connection with any alternative financing described in Section 6.24) would be made available to Buyer in accordance with the Term Debt Commitment (or such analogous commitment) absent a failure of the Equity Financing to be made available in accordance with the terms of the Equity Financing Commitment, and in no circumstances shall Trican Parent or the Seller Companies seek any money damages in excess of such amount. In the event that Keane Parent is obligated to bring an Action against [NAME REDACTED] pursuant to ***Section 6.25***, Keane Parent shall promptly pay, or cause to be paid, after receipt, any recovery (net of Keane Parent's or its Subsidiaries' reasonable legal costs and expenses incurred in connection with such Action) against [NAME REDACTED] as a result of the Action described in ***Section 6.25***.

SECTION 9. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS; TRANSACTION RELATED INDEMNIFICATION

9.1. Survival of Representations, Warranties and Covenants. The representations and warranties of Trican Parent and the Seller Companies in ***Section 4*** hereof (including, without limitation, pursuant to any closing certificate) shall expire and terminate and be of no further force and effect to the extent provided as follows: (each such date, an "***Expiration Date***") (i) the Fundamental Representations shall survive the Closing indefinitely; (ii) the representations and warranties contained in ***Sections 4.17*** (***Employee Benefit Programs***) and ***4.25*** (***Tax Matters***) shall survive until 30 days after the expiration of the applicable statute of limitations; (iii) the representations and warranties contained in ***Section 4.19*** (***Environmental Matters***) shall survive until the date that is three years following the Closing Date; (iv) the representations and warranties set forth in clause (c) of ***Section 4.4*** shall survive until the date that is 120 days following the Closing Date; and (v) all other representations and warranties shall survive until the date that is 18 months after the Closing Date. Any written claim for indemnification for breach of representations and warranties of Trican Parent or the Seller Companies contained in ***Section 4*** hereof (including, without limitation, pursuant to any closing certificate) made prior to the applicable Expiration Date and delivered to Trican Parent shall survive thereafter and, as to any such claim, such applicable expiration will not affect the rights to indemnification of the party making such claim. Any written claim by Keane Parent with respect to fraud by Trican Parent or the Seller Companies may be given at any time. Any written claim by Keane Parent with respect to a breach, whether prior to, on or after the Closing, of any covenant or other agreement made by Trican Parent or the Seller Companies in this Agreement may be given at any time prior to the expiration of the applicable statute of limitations period. The representations and warranties of the Buyer Companies contained in ***Section 5*** hereof (including, without limitation, pursuant to any closing certificate) shall expire and terminate and be of no further force and effect to the extent provided as follows: (each a "***Buyer Expiration Date***") (i) the Fundamental Representations shall survive the Closing indefinitely; (ii) the representations and warranties contained in ***Sections 5.13*** (***Employee Benefit Programs***) and ***5.16*** (***Tax Matters***) shall survive until 30 days after the expiration of the applicable statute of limitations; (iii) the representations and warranties contained in ***Section 5.15*** (***Environmental Matters***) shall survive until the date that is three years following the Closing Date and (iv) all other representations and warranties shall survive until the date that is 18 months after the Closing Date. Any written claim for indemnification for breach of representations and warranties of the Buyer Companies contained in ***Section 5*** hereof (including, without limitation, pursuant to any closing certificate) made prior to the applicable Buyer Expiration Date and delivered to Trican Parent shall survive thereafter and, as to any such claim, such applicable expiration will not affect the rights to indemnification of the party making such claim. Any written claim by Trican Parent with respect to fraud by Keane Parent or the Buyer may be given at any time. Any written claim by Trican Parent with respect to a breach, whether prior to, on or after the Closing, of any covenant or other agreement made by Keane Parent or Buyer in this Agreement may be given at any time prior to the expiration of the applicable statute of limitations period.

9.2. Indemnification by Trican Parent. Subject to ***Sections 9.1***, ***9.4, 9.5*** and ***10.1***, from and after the Closing, Trican Parent shall indemnify, hold harmless and reimburse the Buyer Companies, their Subsidiaries, and each of its and theirs respective officers, managers, agents, successors and assigns (each, a "***Buyer Indemnified Party***") from and against and in respect of any and all losses, damages, costs, expenses (including any reasonable and documented attorneys' fees), fines, penalties, disbursements and amounts paid in settlement (collectively, the "***Losses***") which any Buyer Indemnified Party may actually suffer or incur to the extent arising out of or related to:

(a) any inaccuracy or breach of any representation or warranty made by Trican Parent or the Seller Companies in ***Section 4*** of this Agreement (disregarding for this purpose any materiality, "material adverse effect" or "Material Adverse Effect" qualification or exception otherwise contained in any such representations and warranties);

(b) any breach or nonperformance of any covenant or other agreement made by Trican Parent or any of the Seller Companies in this Agreement;

(c) any Tax Liability (other than for Transfer Taxes allocated to the Buyer Companies under ***Section 6.21(a)***) imposed on the Business or the Purchased Assets except (i) those specified in ***Section 2.3***, and (ii) Taxes imposed on Keane Parent, the Buyer, the Business or the Purchased Assets that do not constitute Pre-Closing Taxes;

(d) Disclosed Obligations incurred by the Buyer Indemnified Parties and Seller Indemnified Parties, collectively, to the extent the aggregate amount of such Disclosed Obligations are equal to or less than the Disclosed Obligations Cap;

(e) Seller Termination Obligations;

(f) the Excluded Liabilities;

(g) Transfer Taxes allocated to Trican Parent and the Seller Companies under ***Section 6.21(a)***;

(h) any cost or expense incurred by the Buyer Companies in carrying out all maintenance and repair operations to bring the Unutilized Equipment into good operating condition in accordance with ***Section 4.4(d)*** in excess of $[DOLLAR AMOUNT REDACTED]; and

(i) the U.S. EPA RCRA Matter.

9.3. Indemnification by Keane Parent. Subject to ***Sections 9.1***, ***9.4, 9.5*** and ***10.1***, from and after the Closing, Keane Parent shall indemnify, hold harmless and reimburse Trican Parent, its Affiliates, and each of its and theirs respective officers, directors, agents, successors and assigns (each, a "***Seller Indemnified Party***") from and against and in respect of any and all

Losses which any Seller Indemnified Party may actually suffer or incur to the extent arising out of or related to:

(a) any inaccuracy or breach of any representation or warranty made by the Buyer Companies in ***Section 5*** of this Agreement (disregarding for this purposes any materiality, "material adverse effect" or "Buyer Material Adverse Effect" qualification or exception otherwise contained in any such representations and warranties);

(b) any breach or nonperformance of any covenant or other agreement made by Keane Parent or Buyer in this Agreement;

(c) any Disclosed Obligation, including those incurred by the Buyer Indemnified Parties and Seller Indemnified Parties, that are in excess of the amounts for which Trican Parent is obligated to indemnify and hold harmless the Buyer Indemnified Parties pursuant to ***Section 9.2(d)***;

(d) Transfer Taxes allocated to the Buyer Companies under ***Section 6.21(a)***; and

(e) the Assumed Liabilities.

9.4. Limitations on Indemnification.

(a) Mini Basket. Neither Trican Parent nor Keane Parent will have any liability under ***Section 9.2(a)*** or ***Section 9.3(a)***, as applicable, unless the aggregate amount of the Losses that will be payable with respect to any claim (or series of related claims) exceeds an amount equal to $25,000 (the "***Mini-Basket***"), it being understood that any such individual claim (or series of related claims) for amounts less than the Mini-Basket shall be ignored for all purposes of this Agreement, including determining whether the Deductible has been met or exceeded; provided, however, that the Mini-Basket will not apply to claims based on fraud.

(b) Deductible. Neither Trican Parent nor Keane Parent will have any liability under ***Section 9.2(a)*** or ***Section 9.3(a)***, as applicable until the aggregate amount of all Losses incurred or suffered by the Buyer Indemnified Parties or Seller Indemnified Parties, as applicable arising out of or related to such breaches of or inaccuracies in the representations and warranties set forth in ***Section 4*** or ***Section 5***, as applicable, exceed $[DOLLAR AMOUNT REDACTED], and Trican Parent or Keane Parent, as applicable, will only be liable to the Buyer Indemnified Parties or Seller Indemnified Parties, respectively, for those Losses in excess of $1,000,000 (the "***Deductible***").

(c) Cap. Trican Parent's and Keane Parent's respective aggregate maximum liability under ***Section 9.2(a)*** or ***Section 9.3(a)***, as applicable (as determined after giving effect to the limitations resulting from the Deductible) will not exceed $[DOLLAR AMOUNT REDACTED] (the "***Cap***"); provided, however, that the Cap will not apply to claims based on fraud.

9.5. R&W Insurance Policies. From and after the Closing, the R&W Insurance Policies shall be the sole and exclusive remedy of the Indemnified Parties for any and all Losses exceeding the Cap that are sustained or incurred by any of the Indemnified Parties by reason of, resulting from or arising out of any breach of or inaccuracy in any of the Trican Parent's, the Seller Companies' or Buyer Companies', as applicable, representations or warranties contained in this Agreement (other than the Fundamental Representations). Without limiting the generality of the foregoing, any rights of any issuer of the R&W Insurance Policies, including any rights of subrogation, do not affect, expand or increase any liability or obligation of any Party in connection with the transactions contemplated by this Agreement.

9.6. Procedure.

(a) Third Party Claims. All claims for indemnification relating to third party claims shall be asserted and resolved as set forth in this ***Section 9.6***. In the event that any written claim or demand for which an Indemnifying Party would be liable is asserted against or sought to be collected from any Indemnified Party by a third party, such Indemnified Party shall promptly, but in no event more than 30 days following such Indemnified Party's receipt of such claim or demand, notify the Indemnifying Party of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand) (the "***Claim Notice***"). Assuming compliance with the limitation on the control of litigation ("***Defense Control Condition***") set forth in ***Section 6.16***, the Indemnified Party shall not be foreclosed by any failure to provide timely notice of the existence of a third party claim or demand to the Indemnifying Party except to the extent (and only to the extent) such failure materially prejudices the Indemnifying Party's ability to contest such claim. The Indemnifying Party shall have 30 days from the delivery or receipt of the Claim Notice (the "***Notice Period***") to notify the Indemnified Party (a) whether or not the Indemnifying Party disputes the liability of the Indemnifying Party to the Indemnified Party hereunder with respect to such claim or demand and (b) subject to the Defense Control Condition, whether or not it desires to defend the Indemnified Party against such claim or demand. Assuming compliance with the Defense Control Condition, all costs and expenses incurred by the Indemnifying Party in defending such claim or demand shall be a liability of, and shall be paid by, the Indemnifying Party. Subject to the Defense Control Condition, in the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against such claim or demand and except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Party (i) by appropriate proceedings and (ii) to use or retain counsel in connection with such defense that is reasonably acceptable to the Indemnified Party; provided that the Indemnifying Party acknowledges in writing prior to the assumption of the defense of such claim or demand, its obligations to indemnify the Indemnified Party for such claim or demand. The Indemnified Party shall make available to the Indemnifying Party all information reasonably available to such Indemnified Party relating to such claim or demand. In addition, the Indemnified Party and the Indemnifying Party shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such claim or demand. The party in charge of the defense shall keep the other party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. If any Indemnified Party desires to participate in, but not control, any such defense or settlement it may do so at its sole cost and expense, and subject to any reasonable privilege or confidentiality considerations. In the event that the Indemnifying Party does not elect to, defend the claim, the Indemnified Party shall not settle a claim or demand without the consent of the Indemnifying Party (not to be unreasonably withhold, conditioned or delayed); <u>provided</u> that the Indemnifying Party has previously acknowledged in writing its obligations to indemnify the Indemnified Party for such claim or demand. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or offer to settle or compromise any such claim or demand (i) on a basis which would result in the imposition of a consent order, injunction or decree which would restrict the future activity or conduct of the Indemnified Party without the written consent of the Indemnified Party and (ii) without obtaining (a) a release with respect to such claim or demand and (b) the dismissal with prejudice of any litigation or other proceeding with respect to such claim or demand, in each case for the benefit of and in form and substance reasonably satisfactory to the Indemnified Party. If the Indemnifying Party elects not to defend the Indemnified Party against such claim or demand, whether by not giving the Indemnified Party timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by the Indemnified Party, then that portion thereof as to which such defense is unsuccessful (and the reasonable costs and expenses pertaining to such defense) shall be the liability of the Indemnifying Party hereunder to the extent any Losses are sustained which are otherwise the subject of indemnification under this ***Section 9***. Assuming compliance with the Defense Control Condition, to the extent the Indemnifying Party shall control or participate in the defense or settlement of any third party claim or demand, the Indemnified Party will give to the Indemnifying Party and its counsel access to, during normal business hours, the relevant business records and other documents, and shall permit them to consult with the employees and counsel of the Indemnified Party (in each case, subject to the reasonable restrictions in light of any privilege, confidentiality or competitively sensitive issues). The Indemnified Party shall use its reasonable best efforts in the defense of all such claims.

(b) <u>Payment</u>. If the Indemnifying Party concedes liability in whole or in part, it shall, within 30 days of such concession, pay (in accordance with and subject to the limitations set forth in this Agreement) the amount of the claim to the Indemnified Party to the extent of the liability conceded. Any such payment shall be made in cash in immediately available funds equal to the amount of such claim so payable. If the Indemnifying Party does not respond or denies liability in whole or in part or advises that the matters set forth in the notice are, or will be, subject to contest or legal proceedings not yet finally resolved, then the Indemnifying Party shall make no payment (except for the amount of any conceded liability payable as set forth above) until the matter is resolved in accordance with this Agreement.

9.7. Treatment of Indemnification Payments. Trican Parent and Keane Parent agree to treat any indemnification payments received pursuant to this Agreement for all Tax purposes as an adjustment to the Final Cash Purchase Price to the extent permitted under applicable Law.

9.8. Exclusive Remedy. Following the Closing, a claim for indemnification pursuant to this ***Section 9*** (and with respect to a claim of a breach of a representation and warranty in ***Section 4 or Section 5***, the R&W Insurance Policies) shall be the sole and exclusive remedy of the Indemnified Parties for any and all claims or rights (whether such claim is framed in tort, contract or otherwise) arising out of or in connection with any breach, violation or nonperformance of this Agreement by any Party, or otherwise arising out of or in connection with the transactions contemplated hereby, other than in respect of any such claims or rights which are based on theories of fraud. Prior to the Closing and subject to ***Section 10.12***, each

Party will have all rights and remedies under applicable Law with respect to any breaches of representations, warranties, covenants or other agreements.

9.9. Insurance Offset. If any Losses sustained by an Indemnified Party are covered by an insurance policy or an indemnification, contribution or similar obligation of another Person (other than an Affiliate of such Indemnified Party), the Indemnified Party shall use commercially reasonable efforts to collect such insurance proceeds or indemnity, contribution or similar payments. If the Indemnified Party receives such insurance proceeds or indemnity, contribution or similar payments prior to being indemnified, held harmless and reimbursed under ***Section 9.2*** or ***Section 9.3***, as applicable, with respect to such Losses, the payment by an Indemnifying Party under this ***Section 9*** with respect to such Losses shall be reduced by the net amount of such insurance proceeds or indemnity, contribution or similar payments to the extent related to such Losses, less reasonable attorney's fees and other expenses incurred in connection with such recovery. If the Indemnified Party receives such insurance proceeds or indemnity, contribution or similar payments after being indemnified and held harmless by an Indemnifying Party with respect to such Losses, the Indemnified Party shall pay to the Indemnifying Party the net amount of such insurance proceeds or indemnity, contribution or similar payment to the extent related to such Losses, less reasonable attorney's fees and other expenses incurred in connection with such recovery.

9.10. Investigation. Notwithstanding any right of Trican Parent or the Seller Companies, on the one hand, or the Buyer Companies, on the other hand, as the case may be, (whether or not exercised) to investigate the affairs of Buyer or the Seller Companies, as the case may be, each party shall have the right to rely fully upon the representations, warranties, covenants and agreements of the other Party contained in this Agreement, the Transaction Documents and any other document or instrument required to be delivered pursuant to this Agreement. No information or knowledge, whether obtained by a Party in an investigation conducted by such Party, provided to such Party by the other Party to this Agreement or otherwise obtained by such Party, shall affect or be deemed to modify any representation or warranty of any other Party contained herein or the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement. The right to indemnification contained in this ***Section 9***, or to any other remedy based on a breach of the representations, warranties, covenants, and obligations of another Party, will not be affected by any investigation conducted by a Party with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, about an accuracy or inaccuracy of or compliance or failure to comply with, any representation, warranty, covenant or obligation of any other Party.

9.11. Limitation on Damages. FROM AND AFTER CLOSING, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN

FURTHERANCE OF THE FOREGOING, FROM AND AFTER CLOSING, EACH PARTY RELEASES EACH OTHER PARTY AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE OR GROSS NEGLIGENCE), FAULT, OR LIABILITY WITHOUT FAULT; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS ANOTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

SECTION 10. GENERAL

10.1. Disclaimer. All representations and warranties of Trican Parent and Seller Companies, as applicable, and the Buyer Companies not included in this Agreement or any other Transaction Document are expressly disclaimed by Trican Parent and the Seller Companies, as applicable, and the Buyer Companies, respectively. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRICAN PARENT AND THE SELLER COMPANIES WILL CONVEY THE PURCHASED ASSETS TO BUYER WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO (a) THE CONDITION OR MERCHANTABILITY OF THE PURCHASED ASSETS, (b) THE FITNESS OF THE PURCHASED ASSETS FOR A PARTICULAR PURPOSE OR (c) FREEDOM FROM OTHER DEFECTS. PRIOR TO THE DATE HEREOF, BUYER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS, AND, UPON CLOSING, WILL ACCEPT THE PURCHASED ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, SUBJECT ONLY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRICAN PARENT AND THE SELLER COMPANIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY OR THE ENVIRONMENTAL CONDITION OF THE PURCHASED ASSETS.

10.2. Waivers and Consents; Amendments.

(a) For the purposes of this Agreement and all Contracts, documents and instruments executed pursuant hereto, no course of dealing between or among any of the Parties hereto and no delay on the part of any Party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. No covenant or provision hereof may be waived otherwise than by a written instrument signed by the Party or Parties so waiving such covenant or other provision as contemplated herein.

(b) No amendment to this Agreement may be made without the written consent of Keane Parent and Trican Parent.

10.3. Governing Law. This Agreement shall be deemed to be a Contract made under, and shall be construed in accordance with, the Laws of the State of Delaware applicable to Contracts entered into, and to be wholly performed within such State.

10.4. Section Headings; Construction; Interpretation. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision thereof or hereof. The Parties have participated jointly in the negotiation and drafting of this Agreement and the other Contracts, documents and instruments executed and delivered in connection herewith with counsel sophisticated in investment transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the Transaction Documents any other documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement and the Transaction Documents any other documents and instruments executed and delivered in connection herewith. Unless otherwise required by the context in which any term appears:

(a) The singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

(b) References to "Articles," "Sections," "Schedules" or "Exhibits" shall be to articles, sections, schedules or exhibits, respectively, of or to this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(c) The words "herein," "hereof," "herewith" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, the words "include," "includes" or "including" shall mean "including, without limitation" and the word "or" shall not be exclusive.

(d) All references to "***dollars***" or "***$***" shall be deemed references to the lawful money of the United States of America. References in this Agreement to dollar amount thresholds, deductibles or baskets shall not be deemed to be evidence of a Seller Material Adverse Effect, Buyer Material Adverse Effect or materiality.

(e) All references to "made available to Buyer" or "made available to Trican Parent" or "made available to the Seller Companies" shall mean made available to Buyer, Trican or the Seller Companies in the other Party's virtual data room at least one Business Day prior to execution of this Agreement or delivered to Buyer or Trican Parent, as applicable, or their respective Representatives via electronic mail prior to execution of this Agreement.

(f) All references to a particular entity shall include such entity's successors and permitted assigns unless otherwise specifically provided herein.

(g) All references herein to any Law or to any Contract or other agreement shall be to such Law, Contract or other agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein; so long as, in the case of Contracts, such amendments, supplements or modifications after the date hereof are not prohibited by the terms of this Agreement.

(h) For purposes of this Agreement, “commercially reasonable efforts” shall not include any obligation of any Person to expend money (other than nominal amounts), commence or participate in any Action or grant any material accommodation (financial or otherwise) to any other Person. References to “the Seller Companies” or similar terminology shall be deemed to constitute references to each of the Seller Companies.

10.5. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered (including, without limitation, by facsimile) shall be taken to be an original; but such counterparts shall together constitute but one and the same document.

10.6. Notices and Demands. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered in writing by hand, when transmitted to the applicable number so specified in (or pursuant to) this ***Section 10.6*** and an appropriate answerback is received when sent by telecopy, telex or other method of facsimile, or five days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or two days after being sent by overnight delivery providing receipt of delivery, to the following addresses:

if to Trican Parent or the Seller Companies:

Trican Well Service Ltd.
[ADDRESS REDACTED]
Facsimile: [REDACTED]
Attention: [NAME AND TITLE REDACTED]
[NAME AND TITLE REDACTED]

with a copy to:

Trican Well Services, L.P.
c/o Trican Well Service Ltd.
[ADDRESS REDACTED]
Facsimile: [REDACTED]
Attention: [NAME AND TITLE REDACTED]
[NAME AND TITLE REDACTED]

and with an additional copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
[ADDRESS REDACTED]

Facsimile: [REDACTED]
Attention: [NAME REDACTED]

if to Keane Parent or Buyer:

Keane Group Holdings LLC
[ADDRESS REDACTED]
Facsimile: [REDACTED]
Attention: [NAME AND TITLE REDACTED]
[NAME AND TITLE REDACTED]

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

Schulte Roth & Zabel LLP
[ADDRESS REDACTED]
Facsimile: [NUMBER REDACTED]
Attention: [NAME REDACTED]

A Party may change its address and contact information for purposes of this ***Section 10.6*** by providing notice of such change in writing to the other Parties in accordance with this ***Section 10.6***.

10.7. Consent to Jurisdiction; Waiver of Jury Trial. Except as provided in this ***Section 10.7***, each of the Parties hereto irrevocably and unconditionally consents to the sole and exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such Court does not have jurisdiction, in the courts of the State of Delaware or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world, whether within or without the State of Delaware. Each of the Parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the Parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other Parties hereto.

EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY TRANSACTION DOCUMENT OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE TRANSACTION DOCUMENTS. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTION DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS ***SECTION 10.7***.

10.8. Remedies; Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable

Law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.

10.9. Integration. This Agreement, including, without limitation, the exhibits, documents and instruments referred to herein, the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof, including, without limitation, the provisions of the summary of terms between the Parties hereto in respect of the transactions contemplated hereby, which provisions of the summary of terms shall be completely superseded by the representations, warranties, covenants and agreements of the Seller Companies contained herein.

10.10. Assignability; Binding Agreement. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any Party hereto without the prior written consent of the other Party. Notwithstanding anything to the contrary contained herein, it is hereby acknowledged and agreed that any Party may assign any and/or all of its rights under this Agreement and the other Transaction Documents by way of security to any banks and/or holders of debt securities and/or financial institutions and/or hedge counterparties and/or any other Person (collectively, the "***Financiers***") lending money, providing credit or otherwise providing financing to any of such Party or any of its Affiliates, including, without limitation any Financiers in connection with any and all subsequent refinancings.

10.11. Expenses. Except as otherwise expressly provided in this Agreement, fees and expenses incident to the negotiation, preparation and execution of this Agreement and the performance of the transactions contemplated hereby (including, without limitation, attorneys', accountants', financial advisors' and other advisors' fees and disbursements) and the fees and expenses of any broker, finder or agent retained by such party in connection with the transactions contemplated by this Agreement shall be borne by the party incurring such fees and expenses.

10.12. Specific Performance. Trican Parent and the Seller Companies acknowledge that, in view of the uniqueness of the Business and the Purchased Assets, Keane Parent and the Buyer would not have an adequate remedy at law for money damages and would be irreparably harmed in the event that this Agreement has not been performed in accordance with its terms, and therefore agree that Keane Parent and Buyer shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity. For the avoidance of doubt, each of Trican Parent and the Seller Companies shall have no right to seek (and shall not be entitled to seek) specific performance (or any other equitable remedy) to cause Keane Parent, Buyer, Cerberus Capital Management, L.P., or any Financing Sources to specifically perform its obligations hereunder, including the consummation of the Transaction or the Financing (or in either case, any portion thereof) and the sole and exclusive remedy available to Trican Parent and the Seller Companies shall be the payment of the Tier One Termination Fee or Tier Two Termination Fee, as applicable, as set forth in ***Section 8.4*** hereto. Notwithstanding the foregoing, nothing in this ***Section 10.12*** shall prevent any Party hereto from seeking to specifically enforce any of its rights pursuant to and accordance with the terms set forth in that certain Confidentiality Agreement dated as of June 22, 2015; provided, however, that the Parties Agree that notwithstanding the non-solicitation provision set forth in such Confidentiality Agreement, nothing therein shall prohibit or frustrate Buyer's ability to solicit the employment of (a) the Business Employees in accordance with the terms of this Agreement or (b) following the Closing, the Trican Agents (as defined in the Services Agreement).

10.13. Third Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or will confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.14. Personal Liability. No director, officer, manager, employee, representative or agent of any Party hereto shall have any liability or obligation to the other Party hereto of any nature whatsoever in connection with or under this Agreement or the transactions contemplated herein, and each Party hereby waives and releases all claims of any such liability and obligation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

KEANE GROUP HOLDINGS, LLC

By: (Signed) "*Gregory L. Powell*"
Title: Chief Financial Officer

KEANE FRAC, LP

BY: KEANE FRAC GP, LLC, ITS GENERAL PARTNER

BY: KEANE GROUP HOLDINGS, LLC, ITS MANAGING MEMBER

By: (Signed) "*Gregory L. Powell*"
Title: Chief Financial Officer

TRICAN WELL SERVICE LTD.

By: (Signed) "*Dale Dusterhoft*"
Title: Chief Executive Officer

TRICAN WELL SERVICE, L.P.

BY: TRILIB MANAGEMENT LLC, ITS GENERAL PARTNER

By: (Signed) "*Brian T. Harrison*"
Title: Secretary

TRILIB MANAGEMENT LLC

By: (Signed) "*John J. Koach*"
Title: Vice President

TRICAN LLC

By: (Signed) "*Brian T. Harrison*"
Title: Secretary

Annex I
Seller Companies

1. Trican Well Service, L.P.
2. Trican LLC
3. TriLib Management LLC

Annex II
Excluded Businesses

(a) **<u>COMPLETIONS BUSINESS</u>**:

This is a tool installation and supply business, with the products and services including, without limitation, the following:

i. Cemented and open hole completion systems for horizontal multistage fracturing

ii. Coiled tubing activated systems

iii. Ball activated MSF systems

iv. Conventional well construction and completion tools

v. **Research and Development**

Trican's global Research and Development team focuses on creating new technologies that augment our intervention tool and completions portfolio and meet the needs of our customers. With extensive cementing, fracturing and stimulation experience, Trican provides custom solutions with field-proven technology to meet wellbore challenges and enhance reservoir production.

vi. BPS (Burst Port System)™®

vii. i-Frac CEM™/i-Frac OH™

viii. i-Valve™

ix. i-Stroke™

x. i-Shift™

xi. i-Con™

xii. i-Can™

xiii. i-Jar™

xiv. i-BV™

xv. i-Broach™

xvi. Motor Gas Separators

xvii. High Pressure Jetting Technology

xviii. Multi-Lateral Wells - Navigator™

xix. i-Flow™

xx. i-Drift™

xxi. i-Trace IV™/i-Trace OV™

xxii. i-Seat™

xxiii. C2C™

xxiv. Shallow Well Cup-Cup Stimulation Packer

xxv. E-Line Cablehead

xxvi. Downhole Motors

xxvii. Mills and Bits

xxviii. Extended Reach Bottomhole Assembly (BHA)

xxix. Bottomhole Assembly (BHA) Components

Some names used internally for this business include, without limitation:

a. Trican Completion Solutions

b. Trican Completions

c. Completion Solutions

d. Completions

e. Trican Completion Solutions, LLC

f. Trican Completion Solutions Ltd.

g. TCS

(b) **GEOLOGICAL SERVICES BUSINESS**: Trican Reservoir Solutions includes a wide range of services with an integrated approach. Our team of reservoir and fracture engineers, geologists and geophysicists work together to fully integrate core, log, microseismic and fracture data into detailed reservoir studies. Our services include:

i. **Reservoir Solutions**

Trican Reservoir Solutions includes a wide range of services with an integrated approach. Our team of reservoir and fracture engineers, geologists and geophysicists work together to fully integrate core, log, microseismic and fracture data into detailed reservoir studies.

ii. **Geological Solutions**

With a proven record in evaluating a basin's resource potential worldwide, Geological Solutions offers a broad range of services, including land evaluation and prospecting, design of drilling and completion programs, field desorption and laboratory analyses.

Geological Solutions' self-contained, mobile field laboratories provide well site services for comprehensive reservoir evaluation. Some of the best geologists and chemists in the industry are employed by Trican, and apply their extensive research and analytical experience in assisting E&P companies to fully understand the true potential of their resource plays.

Services include:

1. Field desorption and gas testing (including gas composition, fractionation)

2. Stratigraphic and core logging analysis (including core gamma, CT-scans, etc)

3. Source rock analysis (TOC, organic thermal maturity, organic versus inorganic C)

4. Mineralogical analysis (including quantitative bulk rock and semi-quantitative clay analyses) and specific mineralogy (clay speciation of source/reservoir rock, fracture blockages, scaling)

5. Stratigraphic geochemistry (trace and major elements) and isotopes for log-calibration (i.e. U, Th)

6. Organic matter (OM) characterization, optical petrography, scanning electron microscopy

7. Porosity characterization including total, effective porosity, pore size distribution by fluids and visual analysis, and pore accessibility

8. Permeability characterization, including stress-dependent permeability (in-situ conditions, during production, etc.)

9. Adsorption isotherms for low T/P and high T/P reservoirs

10. Drawdown reservoir conditions

11. Complete rock mechanical testing (hydrostatic, uniaxial and triaxial compression) for stimulation design, log calibration and reservoir stress-path modelling, bore hole stability, etc.)

12. Fluid sensitivity (roller oven, CST, CEC)

13. Rock preservation

14. Hydrocarbon in place modelling (TOGIP, TOOIP and liquids yield)

iii. **Geological Solutions – Equipment**

1. Rock Mechanics Testing Systems

    a. Routine Triaxial, UCS, Tensile & Thick-walled cylinder testing

    b. Acoustic velocity measurements (Vp/Vs)

    c. Acoustic and mechanical anisotropy testing

    d. Can test 19 mm (0.75 in.) to 102 mm (4 in.) cores at HPHT reservoir conditions in servo-controlled systems with loads up to 4500 kN

    e. Hydraulic fracture simulation experiments

    f. Permeability evolution under triaxial stress

    g. Instrumented indentation hardness testing

2. Stress Sensitive Testing

    a. Measures the effect of in-situ stresses on permeability, porosity and pore volume compressibility

    b. Designed to run with He, Ar, and liquids

    c. Advanced testing allows for examination of fracture conductivity and proppant embedment with a variety of fluids and gases

    d. All tests can be run in isotropic or biaxial cells

    e. Routine confining pressures up to 10,000 psi (69 MPa), advanced testing up to 20,000 psi (138 MPa)

3. Scanning Electron Microscope (SEM)

    a. Capable of running under high vacuum (SEM) and low vacuum (ESEM) environments

b. <1 µm imaging capability
c. X-ray dispersive spectrum for elemental mapping and quantification
d. Humidity controlled chamber for hydration experiments
e. Peltier stage for temperature controlled experiments from -20°C to 60°C

4. X-Ray Diffraction
   a. High resolution detector
   b. High speed detector
   c. 60 position auto sample loader
   d. Co tube
5. Source Rock Analyzer
   a. Output of thermal maturity Tmax
   b. Variable temperature profiling for kinetics analysis
   c. Total Organic Carbon (TOC) determination
   d. 100 sample auto loader
6. Adsorption Isotherms
   a. Fully automated instruments for HPHT and LPLT analyses
   b. Determination of sorption capacity in the organic phase for shale and coalbed methane reservoirs
   c. Provides key input parameters for hydrocarbon in-place modelling
7. Core Gamma
   a. Spectral core gamma for well log to core depth calibrations
   b. 10 cm measurement spacing for calibration of high resolution log suites
   c. High volume throughput for rapid scanning
8. Routine Core Analysis
   a. Porosity
   b. Permeability

c. Saturations (water, oil, gas)

d. Gas and liquid compositions

iv. **Geological Solutions – Research and Development**

Trican Geological Solutions' focus is on enhancing the understanding of unconventional reservoirs by incorporating geological, geochemical and geomechanical perspectives. The integration of disciplines broadens the scope of understanding beyond that of conventional methods, techniques and interpretations.

Advancements in imaging technology have allowed the geological group to design improved testing programs. Scanning electron microscopy, optical microscopy and CT imaging are used to isolate distinct zones based on rock properties that cannot be observed with the naked eye. Accurate selection of samples is key to identifying and evaluating the unique characteristics within each well. From sample selection, full scale programs are implemented to evaluate the geological characteristics and rock properties. The generated data provides direct inputs for resource calculations, reservoir modelling and completions design.

v. **Geological Solutions – Technological Innovations**

1. Hydrocarbon In-place Modelling

   Hydrocarbon in-place modelling is a proprietary Trican-built model for determining total hydrocarbons in place. The model uses measured rock properties and fluid compositions to determine gas in place, oil in place and GOR. In addition, our unique methodology determines API using liquids "fingerprinting" from solid reservoir samples.

2. Geomechanical Modelling

   Geomechanical modelling uses proprietary numerical models for analysis of rock under stress. Trican's modelling also utilizes fully coupled geomechanics simulations with ABAQUS and custom proprietary codes. With measured geomechanical properties, petrophysical log data can be calibrated for stress and mechanical properties. Geomechanical testing and modelling can also be applied to evaluate borehole stability.

vi. **Reservoir Engineering**

Reservoir modelling and simulation helps improve hydrocarbon recovery using analytical and numerical tools that link geology, reservoir engineering and treatment knowledge. Reservoir simulation and modelling gives a comprehensive understanding of your specific reservoir, while numerical simulation can be used for history matching, production forecasting, identifying infill drilling opportunities, fracture size and spacing optimization, and wellbore spacing studies, as well as secondary and tertiary recovery evaluations.

Below is the list of reservoir engineering services we offer customers:

1. Minifrac test and analysis
2. Pre-treatment inflow diagnostic analysis
3. Drill cuttings, core and petrophysical analysis
4. Flowback design and best practices
5. Post-treatment pressure transient analysis
6. Rate transient analysis
7. Production forecasting
8. Workover and re-stimulation identification
9. SRVmax™ reservoir simulation studies
10. Full field reservoir studies
11. Unconventional reservoir studies
12. Waterflood and gas injection studies
13. Thermal reservoir simulations
14. Geomechanics

Some names used internally for this business include, without limitation:

a. Trican Geological Solutions
b. Geological Solutions
c. Trican Geological Solutions Ltd.
d. TGS
e. GeoTomo

(c) **<u>INDUSTRIAL AND PIPELINE SERVICES BUSINESS</u>**: includes without limitation, the following products and services:

Industrial services provide solutions for refining, petrochemical, power generation, and gas processing facilities. With a wide range of maintenance, inspection, cleaning, and support services available, these facilities are able to ensure safe, effective operations. Trican Well Service's Industrial Cleaning and Pipeline Services group is focused on engineered applications from the well head to the gas pump. We assist our pipeline, refining, petrochemical, gas process and power generation customers.

i. **Industrial Cleaning**

1. **Nitrogen**

    a. Accelerated cooling

    b. Blanketing

    c. Catalyst handling support

    d. Displacement

    e. Hot stripping and heating

    f. Inerting

    g. Helium leak testing

    h. Pneumatic testing

    i. Purging

    j. Freeze plugs

2. **Chemical Cleaning**

    a. Acid and caustic blends

    b. Foam cleaning

    c. 2D/3D nozzles

    d. Filtering

    e. Lube oil flushing

    f. Vapour phase

    g. Surface passivation

    h. In-situ exchanger cleaning

3. **Mechanical Cleaning**
    a. Darting
    b. Hydro drilling
4. **Bundle Cleaning**
    a. Exchanger cleaning

ii. **Pipeline Services**

1. **Nitrogen**
    a. Displacement
    b. Inerting
    c. Helium leak testing
    d. Pneumatic testing
    e. Purging
    f. Freeze plugs
2. **Commissioning**
    a. Back pressure pad
    b. Drying
    c. Hydrotest
    d. Leak check
    e. Pigging/cleaning
    f. Isolation
3. **Operating**
    a. Corrosion inhibitor batching
    b. Flow proving
    c. Isolation
    d. Leak check

e. Pigging/cleaning

f. Purging

4. Abandonment

a. Grouting

b. Pigging/cleaning

c. Purging

iii. **Equipment**

1. High Rate Nitrogen Pumper

a. 50 to 500 scm/min (1,750 to 18,000 scf/min) rate capability at 103 MPa (15,000 psi)

b. Direct-fired and Flameless units

c. Capacity 7,000 to 9,000 scm (250,000 to 320,000 scf) tank capacity (unit dependant)

d. Electronic recording and displays

e. 500 to 1,200 hp deck engine

f. Fully enclosed, climate controlled operating cab

g. On-site radio communications

2. Chemical Cleaning Unit

a. 2 x 378 L (100 US gal) chemical transport tanks

b. Circulation of acid, caustic, degreaser and antifoulants

c. Direct or non-direct chemical heat

d. Centrifugal pumps

e. H_2S scrubber

f. On-board filter pots

g. Pumping manifold (reverse flow capacity)

3. Isolation Freezing Jacket Packages

a. Non-direct N2 freeze

b. Automatic freeze temperature control

c. Range of pipe sizes from 12.7 to 1,200 mm (½ to 48 in)

d. Jacket can be custom built

e. Gels can be used to speed up freeze

4. Enclosed Bundle Cleaning

a. Environmentally-friendly

b. Full bundle length encapsulated

c. Bundle rotated

d. 125 hp motor, 5.7 m3/min (1,500 gpm) centrifugal pump

e. >400 jets, high volume flow

f. Heating up to 80°C (176°F)

g. Foulant is captured in EMBC

5. Pipeline Scrapper Packages

a. Customized scrappers

b. Receiver and catcher

c. Tracking

d. Data recording – real-time

6. Gel Isolation Packages

a. Mobile blending and pumping equipment

b. Injection upstream of leak point

c. DP causes gel to migrate to leak point

d. Chemical breakers to reduce gel viscosity

e. Environmentally-friendly - biodegradable, non-hazardous & non-regulated

7. Leak Detection Packages

a. Hand held detectors

b. Fast level detection

8. **High accuracy**

a. Helium gas mix

b. Explosive proof

9. **Filtration Packages**

a. Portable skid systems

b. Filtration down to 5 micron

c. Activated carbon filtration

d. Glycol reclamation

e. Commissioning or reinstatement

10. **Data Acquisition**

a. All parameters monitored and recorded

b. Real-time data and analyses

c. Wireless transmission

d. Office environment

11. **Hydrostatic Pressure Packages**

a. Certified testing

b. Gas or fluid testing

c. Full data recording – real-time monitoring

12. **Mechanical Internal Bore Cleaning**

a. Hard scale application – carbide tip

b. Low pressure flushing

c. Debris flow back through bit

d. No internal pipe gouging

e. Down to 9.5 mm (0.375 in.) tube bore

13. Low Pressure (Conoco) Internal Bore Cleaning

a. Low pressure water drive

b. Full circumferential cleaning

c. Various cleaning dart configurations

iv. **Research and Development**

1. Water analysis
2. X-ray fluorescence
3. X-ray defraction
4. Rheometer
5. Atmospheric consistometers
6. Foam rheology apparatus
7. API and fluid compatibility tests
8. Corrosion testing
9. Spent acid analysis (dissolved ions)
10. Scale/solids analysis
11. Oil/hydrocarbon analysis (wax & asphaltene content)

Some names used internally for this business include, without limitation:

a. Trican Industrial and Pipeline Services Group

b. Trican Industrial and Pipeline Services

c. Industrial and Pipeline Services

d. Industrial and Pipeline

e. Pipeline Services

f. Industrial Services

Annex III
Permitted Encumbrances

[THE LIST OF PERMITTED ENCUMBRANCES, INCLUDING ANY LIENS AND THIRD PARTY RIGHTS TO OWNED OR LEASED REAL PROPERTY GRANTED BY THE KEANE PARENT, BUYER COMPANIES AND SELLER COMPANIES WERE REDACTED]

Annex IV
Net Working Capital Calculation

[THE NET WORKING CAPITAL CALCULATION WAS REDACTED]

Annex V
Disclosed Claims

(b) (Buyer Controlled)

[THE LIST OF BUYER CONTROLLED DISCLOSED AND THREATENED CLAIMS WAS REDACTED]

b–Disclosed Claims (Seller Controlled)

[THE LIST OF SELLER CONTROLLED CLAIMS WAS REDACTED]

Annex VI
Equipment Preservation Program

In Storage Inspections and Procedures

While in storage, the units need to be monitored and functions performed as necessary. In addition, and when time and finances permit, we will make mechanical evaluations of the parked equipment, and some repairs may be completed at management's discretion. The following are tasks to be considered and/or completed. All tasks are GR dependent to local conditions.

- Every 2 months all units with engines will be started (when ambient temperatures permit). Batteries need to be charged, operating temperatures attained and all fluids circulated.
- Check rodent traps.
- As time permits and at the discretion of management, selected units will be removed from storage and run on the Test Tank to evaluate and estimate more extensive repairs.

Annex VII
Trican U.S. Reorganization

[THE DETAILS OF A CONTEMPLATED PRE-CLOSING REORGANIZATION INVOLVING TRICAN LLC WERE REDACTED]

Assuming that the Trican group ultimately decides to proceed with these transactions, it is currently anticipated that the contribution of the limited partnership interest by Trican LLC to New LLC would occur sometime in 2016 prior to the Closing, and possibly timed to occur on the same day as Closing (but before the Closing occurs).

Annex VIII
Form of Stay Bonus Agreement

[THE TERMS AND CONDITIONS SET FORTH IN THE FORM OF STAY BONUS AGREEMENT WERE REDACTED]

Exhibit A
Form of Bill of Sale and Assignment and Assumption Agreement

Attached.

FORM OF BILLS OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is entered into as of [●], 2016 by and between (i) [Trican Well Service, L.P., a Delaware limited partnership ("Trican U.S."), TriLib Management LLC ("TriLib") and Trican LLC ("Trican LLC and together with Trican U.S. and TriLib, the "Seller Companies")] [Trican Well Service Ltd.] and (ii) Keane Frac, LP, a Pennsylvania limited partnership (the "Buyer"). This Bill of Sale is being entered into pursuant to that certain Asset Purchase Agreement, dated as of January 25, 2016, by and among Trican Well Service Ltd., the Seller Companies [as defined therein], Keane Group Holdings, LLC and the Buyer (the "APA"). All capitalized terms used and not otherwise defined herein have the respective meanings given to such terms in the APA.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the APA, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, effective as of the date hereof, (i) [the Seller Companies] [Trican Well Service Ltd.] hereby sell[s], transfer[s], assign[s], convey[s] and deliver[s] to the Buyer the Purchased Assets, and hereby assign[s] and transfer[s] to the Buyer the Assumed Liabilities and (ii) the Buyer hereby purchases from [the Seller Companies] [Trican Well Service Ltd.] the Purchased Assets, and hereby assumes all of the Assumed Liabilities. Notwithstanding anything herein to the contrary, (x) the Excluded Assets are excluded from the Purchased Assets and shall remain the property of [the Seller Companies][Trican Well Service Ltd.] and (y) nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by the Buyer of the Excluded Liabilities and such Excluded Liabilities shall remain the liabilities of [the Seller Companies][Trican Well Service Ltd.] after the Closing.

This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the APA. In the event of any conflict or inconsistency between the terms of this Bill of Sale and the terms of the APA, the terms of the APA will prevail. In the event that any of the Purchased Assets or the Assumed Liabilities are transferred to the Buyer pursuant to an agreement or instrument separate from this Bill of Sale, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of such other agreement or instrument, the terms and conditions of such other agreement or instrument shall govern. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the APA.

This Bill of Sale will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

This Bill of Sale may be executed in two or more counterparts, each of which will be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. This Bill of Sale may be executed and delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Bill of Sale on the date first written above.

KEANE FRAC, LP

By: ______________________________
Name:
Title:

[TRICAN WELL SERVICE, L.P.

By: ______________________________
Name:
Title:

TRILIB MANAGEMENT LLC

By: ______________________________
Name:
Title:

TRICAN LLC

By: ______________________________
Name:
Title:]

[TRICAN WELL SERVICE LTD.

By: ______________________________
Name:
Title:]

Exhibit B

Form of Intellectual Property License Agreement between Trican Parent and Buyer

[THE TERMS AND CONDITIONS SET FORTH IN THE FORM OF INTELLECTUAL PROPERTY LICENSE AGREEMENT BETWEEN TRICAN PARENT AND BUYER WERE REDACTED]

Exhibit C
Form of Intellectual Property License Agreement among Trican Parent, Trican U.S. and Buyer

[THE TERMS AND CONDITIONS SET FORTH IN THE FORM OF INTELLECTUAL PROPERTY LICENSE AGREEMENT AMONG TRICAN PARENT, TRICAN U.S. AND BUYER WERE REDACTED]

Exhibit D
Form of Intellectual Property Transfer Agreement

[THE TERMS AND CONDITIONS SET FORTH IN THE FORM OF INTELLECTUAL PROPERTY TRANSFER AGREEMENT WERE REDACTED]

Exhibit E
Form of Transition Services Agreement

Attached.

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (the "Agreement") by and among Keane Group Holdings, LLC, a Delaware limited liability company (the "Company"), Trican Well Service, L.P., a Delaware limited partnership ("Trican U.S.") and Trican Well Service Ltd., an Alberta corporation ("Trican Parent"), is effective as of the Closing Date.

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated January 25, 2016 (the "Purchase Agreement"), by and among Trican Parent and Seller Companies, including Trican U.S., and the Company and Keane Frac LP ("Buyer"), Buyer has agreed to purchase from Seller Companies, and Seller Companies have agreed, to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets;

WHEREAS, Trican Parent, Trican U.S. or their respective Affiliates have historically provided various services to or in support of the Business; and

WHEREAS, in order to facilitate the transactions contemplated by the Purchase Agreement, the parties agree that: (i) Trican U.S. will continue to provide or to cause to be provided to the Company the services described in this Agreement; and (ii) the Company will continue to provide or to cause to be provided to Trican U.S. the services described in this Agreement. In its capacity as a recipient of Services hereunder, each of Trican U.S. and the Company also is referred to herein as "Recipient," and in its capacity as provider of Services hereunder, each of Trican U.S. and the Company also is referred to herein as "Provider."

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms. All capitalized terms used in this Agreement shall have the meanings set forth in this Agreement or, if not defined in this Agreement, in the Purchase Agreement.

1.1.1 "Canadian Insolvency Law" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other like, equivalent or analogous legislation of any Canadian jurisdiction and any plan of arrangement law provision of any corporations statute under which a corporation may propose a compromise or an arrangement with respect to its creditors or any class or the claims of any class of creditors of the corporation.

1.1.2 "Canadian Insolvency Proceeding" in relation to any Person means any proceeding contemplated by any application, petition, assignment, filing of notice or other means, whether voluntary or involuntary, under any Canadian Insolvency Law seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, administration or other like or similar relief in respect of any or all of the obligations of that Person, seeking the winding up, liquidation or dissolution of that Person or all or any part of its property, seeking any judgment or order declaring, finding or adjudging that Person insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of that Person.

ARTICLE 2
PROVISION OF THE SERVICES

2.1 Description of the Services. Provider. shall provide, or cause to be provided, the following services (collectively, the "Services"):

2.1.1 Ongoing Services.

(a) Trican U.S. or its designee shall provide each of the services specified in **Schedule 2.1.1(a)** (the "Ongoing Services") to the Company or its designated Affiliate, in accordance with the terms and conditions for Services set forth on **Schedule 2.1.1(a)**.

(b) The Company or its designee shall provide each of the services specified in **Schedule 2.1.1(b)** to Trican U.S. or its designated Affiliate, in accordance with the terms and conditions for Services set forth on **Schedule 2.1.1(b)**.

2.1.2 Implied Services. Trican U.S. or its designee shall provide any services, functions, or responsibilities that are not specifically described in this Agreement or **Schedule 2.1.1**, but that are required for the proper performance and delivery of the services, functions, and responsibilities that are specifically described herein, which services, functions and responsibilities shall be deemed to be implied by and included within the scope of the Services to be provided by Trican U.S. to the same extent and in the same manner as if specifically described in this Agreement (the "Implied Services").

2.1.3 Additional Services. Trican U.S. or its designee shall provide all services requested by the Company during the term of this Agreement that are (i) not encompassed by the Ongoing Services and the Implied Services; and (ii) being provided by or on behalf of Trican U.S. or any of its Affiliates to the Business during the six (6) month period prior to the date of the Purchase Agreement (the "Additional Services"). The Company will pay Trican U.S. a fee for Additional Services equal to Trican U.S.'s actual costs incurred by Trican U.S. in the performance of such services (without markup or overhead, provided for certainty that Trican U.S. is permitted to charge the Company for the actual cost of its personnel to provide the Additional Services).

2.1.4 Trican Parent to Cause Performance of Services. In the event that Trican U.S. does not perform any of its obligations as set out herein, Trican Parent agrees to and shall perform such Services on the same terms as required by this Agreement.

2.2 Service Levels. With respect to Services that Trican U.S. or any of its Affiliates provided, or caused to be provided, to the Business, Trican U.S. shall at all times perform such Services with at least the same degree of care, skill and diligence with which Trican U.S. or any of its Affiliates historically has performed such services for the benefit of the Business during such period, consistent with past practices, including, without limitation, with respect to the type, quality and timeliness of such services, subject to any variation in the level of service as expressly set forth in this Agreement. With respect to Services that Provider or any of its Affiliates has not provided, or caused to be provided, Provider shall at all times perform such Services with at least the same degree of care, skill and diligence with which Provider performs or would perform similar services for itself, but, in no case, with less than a reasonable degree of care, skill and diligence, including, without limitation, with respect to the type, quality and timeliness of such services, subject to any variation in the level of service as expressly set forth in this Agreement.

2.3 Compliance With Laws. Provider shall comply with all applicable Laws in connection with its provision of the Services.

2.4 Training. Upon the Company's reasonable request, Trican U.S. shall use commercially reasonable efforts to provide, or cause to be provided, reasonable and appropriate training with respect to the Services so that the Company will be able to properly and efficiently provide the Services for itself upon termination or expiration of the provision of Services under this Agreement. In the event that the Company requests that Trican U.S. provide training with respect to the Services pursuant to this Section 2.4, such training shall be deemed to form part of the Services for all purposes of this Agreement.

ARTICLE 3
MANAGEMENT AND CONTROL

3.1 Trican U.S. Cooperation. During the Term, Trican U.S. shall provide commercially reasonable cooperation to the Company by responding to the Company's reasonable requests for information related to the functionality or operation of the Services and the Business. Without limiting the foregoing, Trican U.S. shall provide the Company with reasonable access (during reasonable business hours) to records related to the Services and the Business and personnel for consulting and assistance in connection with the Services.

3.2 Required Consents. Trican U.S. shall make reasonable efforts to obtain and pay for any and all consents necessary or advisable to allow Trican U.S. or its designees to provide the Services and to allow the Company to access and use the Services, including, but not limited to, all computer hardware and software used in connection with the Services (the "Required Consents"). If a Required Consent is not obtained, then, unless and until such Required Consent is obtained, Trican U.S. shall make reasonable efforts to determine and adopt, subject to the

Company's prior written approval, such alternative commercially reasonable approaches as are necessary and sufficient to provide the Services in accordance with the applicable Service Levels (as per Section 2.2) without such Required Consents and in a manner which does not increase the fees payable by the Company hereunder. Trican U.S. shall provide written evidence of receipt of Required Consents to the Company upon the Company's request.

3.3 Primary Points of Contact for Agreement.

3.3.1 Appointment and Responsibilities. Each party shall appoint an individual to act as the primary point of operational contact for the administration and operation of this Agreement, as follows:

(a) The individual appointed by the Company as the primary point of operational contact pursuant to this Section 3.3.1 (the "Company Contract Manager") will have overall responsibility for coordinating on behalf of the Company all activities of the Company undertaken hereunder, for the performance of the Company's obligations hereunder, for coordinating the performance of the Services with Trican U.S., for acting as a day-to-day contact with the Trican U.S. Contract Manager (as defined below) and for making available to Trican U.S. the data, facilities, resources and other support from the Company required for Trican U.S. to be able to provide the Services in accordance with the requirements of this Agreement. The Company may change the Company Contract Manager from time to time upon written notice to Trican U.S. The parties agree that the Company, at its reasonable discretion and at its sole cost, risk and expense, may choose to locate the Company Contract Manager or its designee in one of Trican Parent's Canadian facilities for a portion of the term of this Agreement for the purpose of coordinating and monitoring the performance of the Services, provided that the Company Contract Manager will be required to comply with all confidentiality restrictions reasonably imposed on them by Trican U.S.

(b) The individual appointed by Trican U.S. as the primary point of operational contact pursuant to this Section 3.3.1 (the "Trican U.S. Contract Manager") will have primary operational responsibility for coordinating on behalf of Trican U.S. its joint activities with the Company under and for Trican U.S.'s performance of the Services, including all Trican U.S. personnel and other resources used by Trican U.S., and will serve as the day-to-day contact with the Company Contract Manager. In addition, the Trican U.S. Contract Manager will be responsible for providing the Company with service performance information, managing Trican U.S.'s personnel, and communicating with the Company business managers and the Company Contract Manager regarding Service requirements and Service management, including with respect to the Services provided by the Company to Trican U.S. under this Agreement.

Trican U.S. shall not replace the Trican U.S. Contract Manager unless the Trican U.S. Contract Manager (i) voluntarily resigns from Trican U.S.; (ii) is terminated for cause by Trican U.S.; (iii) materially fails to perform his or her duties and responsibilities pursuant to this Agreement; or (iv) is unable to work due to his or her disability. In such event, Trican U.S. shall promptly replace the Trican U.S. Contract Manager with a new Trican U.S. Contract Manager that is reasonably acceptable to the Company. If the Company decides, acting reasonably, that the Trican U.S. Contract Manager should not continue in his or her position, the Company may request removal of such Trican U.S. Contract Manager by giving notice to Trican U.S. of the request and Trican U.S. shall promptly replace such Trican U.S. Contract Manager with a new Trican U.S. Contract Manager that is reasonably acceptable to the Company.

3.3.2 Review Meetings and Reports. The Trican U.S. Contract Manager and the Company Contract Manager will meet at least monthly to review Trican U.S.'s performance of the Services as required under this Agreement. The Trican U.S. Contract Manager will periodically (but in no event less than monthly) provide to the parties written reports on the parties' respective performance, identifying any significant problems that are unresolved and any details concerning their expected resolution.

3.4 Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations in accordance with this Section.

3.4.1 Primary Points of Contact. If a dispute arises, the Company Contract Manager and Trican U.S. Contract Manager shall consider the dispute for up to seven (7) business days following receipt of a notice from either party specifying the nature of the dispute (the "Initial Dispute Resolution Period"), during which time the Company Contract Manager and Trican U.S. Contract Manager shall meet in person at least once and attempt to resolve the dispute.

3.4.2 Senior Management. If the dispute is not resolved by the end of the seven (7) day Initial Dispute Resolution Period, or if the Company Contract Manager and the Trican U.S. Contract Manager agree that the dispute will not be resolved by them, either party may submit the dispute for consideration by senior executives of the parties who do not have direct responsibility for administration of this Agreement (collectively, the "Senior Executives"). Thereupon, the Company Contract Manager and the Trican U.S. Contract Manager shall promptly prepare and send to the Senior Executives a memorandum stating (i) the issues in dispute and each party's position thereon; (ii) a summary of the evidence and arguments supporting each party's positions (attaching all relevant documents); (iii) a summary of the negotiations that have taken place to date; and (iv) the name and title of the Senior Executive who will represent each party. The Senior Executives shall meet for negotiations (which may be held telephonically) at a mutually agreed time and place within seven (7) business days after the end of the seven (7) day Initial Dispute Resolution Period, and thereafter as often as the Senior Executives deem reasonably necessary to resolve the dispute. If the dispute is not resolved within twenty (20) business days after day the Company Contract Manager and Trican U.S.

Contract Manager first considered the dispute, or if either party does not make every commercially reasonable effort to meet during the seven (7) business day period immediately following the end of the seven (7) day Initial Dispute Resolution Period, then either party may pursue any and all rights and remedies available to it at law or in equity.

ARTICLE 4
COMPUTER HARDWARE, COMPUTER SOFTWARE AND DATA

4.1 **Maintenance**. Trican U.S. shall at all times use commercially reasonable efforts to maintain or cause to be maintained the computer hardware and software that is used in connection with the provision of the Services with the same degree of care, skill and diligence with which Trican U.S. maintains such computer hardware and software for itself, consistent with past practices, including, without limitation, with respect to the type, quality and timeliness of such maintenance. Such maintenance may include, but is not limited to, procuring and acquiring any reasonably necessary additions, enhancements and upgrades, updates, error-corrections and the like that are available for such computer hardware and software, and installing, testing and implementing the foregoing.

4.2 **Problem Resolution**. If there are any defects, problems, errors or failures (collectively, "Errors") in the computer hardware and software used in connection with the provision of the Services, Trican U.S. shall use commercially reasonable efforts to address and resolve, or cause to be addressed and resolved, such Errors in accordance with the severity level and response time requirements set forth in **Schedule 2.2** or, if none, as soon as reasonably practical.

4.3 **Access to Computer Software**. Subject to Section 3.2, any licensing restrictions and confidentiality obligations owing by Trican U.S. to any third parties, beginning on the Closing Date, Trican U.S. shall provide to the Company access to and appropriate rights to use (a) the proprietary computer software owned by Trican U.S. or any of its Affiliates, and (b) any computer software that is licensed to Trican U.S. or any of its Affiliates by a third party and is used in connection with the provision of the Services, together with all related documentation, in such form and on such media as the Company may reasonably request in connection with the Services.

ARTICLE 5
FEES AND PAYMENT

5.1 **Fees for the Services**. Recipient agrees to pay Provider as consideration for the Services received by Recipient hereunder the fees set out in **Schedule 5.1** (the "Fees"). The Fees on **Schedule 5.1** include all third party costs payable by the Company for Services to be provided by Trican U.S. to the Company.

5.2 **Payment and Invoices**. Provider shall invoice the Recipient for any Fees in arrears on a monthly basis. Provider shall include with each invoice a reasonably detailed description of the Services performed, the fees charged (including a reasonably detailed breakdown of third party costs being invoiced), and such other details as may be necessary to support the invoice. Recipient shall pay each undisputed invoice within thirty (30) days after receipt.

5.3 Fee Disputes. In the event that Recipient has a good faith dispute with regard to any Fees invoiced by Provider, Recipient shall provide Provider with written notice of such dispute, together with a reasonably detailed explanation of such dispute and Recipient may withhold payment of any disputed amounts pending resolution of the dispute. For the avoidance of doubt, Recipient's failure to pay amounts disputed in accordance with this Section will not be grounds for a claim of breach or suspension of Services by Provider.

5.4 Records and Inspection. During the term of this Agreement and for a period of two years thereafter, Provider shall maintain complete and accurate records of the Services provided, any Fees invoiced and payments made hereunder. All such records shall be available for audit and inspection at the principal offices of Provider by any officer or manager of Recipient during the term of this Agreement and for a period of two years thereafter. Without limiting the generality of the foregoing, Provider shall keep for a period of two years following the expiry or earlier termination of this Agreement electronic copies of all information necessary to verify the accuracy of any Fees required to be paid by Recipient pursuant to this Agreement.

ARTICLE 6
SERVICE DISRUPTIONS

6.1 Contingency Plans. Trican U.S. agrees to use commercially reasonable efforts, consistent with its practices for itself and its divisions and Affiliates, to avoid any inability to provide the Services. In the event of a disaster, Trican U.S. agrees to use the same degree of care to restore the Services as Trican U.S. would use to restore similar services for itself. In the event of scheduled downtime, Trican U.S. shall provide the Company with as much advance notice as is reasonably possible under the circumstances.

6.2 Non-Performance. If the performance of any Services is interrupted in whole or in part for any reason for more than forty-eight (48) consecutive hours, then the Company has the right (in addition to any other remedies available under this Agreement or by law), to procure such interrupted Services from an alternative source and to stop payment to Trican U.S. for such Services hereunder, provided that the Company will still be obligated to pay Trican U.S. to the extent that it received such Services prior to the occurrence of the Service interruption.

6.3 Recovery of Data. If Trican U.S. or its designees lose or damage any Company data, Trican U.S. shall use commercially reasonable efforts to recover and re-process such data promptly after discovery of such loss or damage. If Trican U.S. is unable to re-process such data promptly, Trican U.S. will notify the Company in writing of such loss or damage.

6.4 Force Majeure. Trican U.S. is temporarily excused from providing, or causing to be provided, any Services in the event that war, fire, explosion, riot, act of governmental authority, act of God, act of terror or other contingency beyond the reasonable control of Trican U.S. (each, a "Force Majeure Event") causes cessation or interruption of the provision of such Services, for the duration of such Force Majeure Event. If any Services are not being provided as a result of a Force Majeure Event, (i) Trican U.S. shall immediately notify the Company and describe in reasonable detail the circumstances causing the inability to perform; (ii) Trican U.S. shall use commercially reasonable efforts to resume performance of its obligations hereunder with the least possible delay; and (iii) the Company shall be free to acquire such Services from an alternate source without liability to Trican U.S., for the period and to the extent reasonably necessitated by such non-performance or, if longer, for the duration of the contract entered into with such alternate source. For the avoidance of doubt, the Company shall not be obligated to pay Trican U.S. for such Services during the period when Trican U.S. is not providing such Services, provided that the Company will still be obligated to pay Trican U.S. to the extent that it received such Services prior to the occurrence of the Force Majeure Event.

ARTICLE 7
TERM AND TERMINATION

7.1 Term.

7.1.1 Term of Agreement. The initial term of this Agreement (the "Initial Term") will commence on the date hereof and continue with respect to each of the Services until the earlier of (i) the term that is specified on **Schedules 2.1.1(a) and 2.1.1(b)**, or (ii) the early termination of such Service pursuant to Section 7.2.

7.1.2 Renewal of Services. The Company may, at its sole option, elect to extend any Service provided to it hereunder for up to three (3) months beyond the expiration date of the Initial Term (with respect to each applicable Service, a "Renewal Term") by providing written notice to Trican U.S. not later than thirty (30) days prior to the expiration of the Initial Term.

7.2 Termination.

7.2.1 Termination for Convenience. Recipient may terminate the Services provided to it hereunder for any or no reason by providing Provider not less than thirty (30) days prior written notice setting forth the termination date for the Services.

7.2.2 Termination of Services. The Company may terminate its right to receive any particular Service provided to it hereunder, in whole or in part, for any or no reason by providing Trican U.S. not less than thirty (30) days prior written notice setting forth the termination date for such Service. Beginning on such termination date, the Company's obligation to pay any Fees corresponding to a terminated Service or portion thereof will, except for amounts owing for Services provided prior to such termination date, cease to accrue.

7.2.3 Termination for Breach. If a party materially breaches any of its obligations under this Agreement, and does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching party, then the non-breaching party may, at its option, and in addition to any other remedies available under this Agreement, at law or in equity, terminate any Service affected by such breach or this Agreement in its entirety by providing written notice of termination to the other party, which termination shall be effective immediately.

7.3 Obligations on Termination. Upon expiry or earlier termination of this Agreement, Trican U.S. shall return to the Company or destroy all Company confidential information in Trican U.S.'s or any of its Affiliates' possession or under their respective control, including, but not limited to, all Company data, in accordance with the Company's instructions. Upon expiry or earlier termination of the Company's Services to Trican U.S., Trican U.S. shall promptly remove its property from the Premises, as defined in Schedule 2.1.1(b), and quit and surrender the Premises to the Company, in good order, condition (including broom clean) and repair, ordinary wear and tear excepted.

ARTICLE 8
LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST PROFITS, OR GOODWILL, REGARDLESS OF THE FORM OF THE ACTION OR THE BASIS OF THE CLAIM, EVEN IF A PARTY OR ITS AFFILIATE HAS BEEN APPRISED OF THE POSSIBILITIES OF SUCH DAMAGES, AND WHETHER OR NOT SUCH COULD HAVE BEEN FORESEEN OR PREVENTED.

ARTICLE 9
INDEMNIFICATION

9.1 Obligation. Each party (the "Indemnifying Party") agrees to protect, defend, hold harmless and indemnify the other party and its Affiliates, and its and their officers, directors, managers, partners, members, employees, agents, successors, and assigns (the "Indemnified Party") from and against any and all damages, losses or expenses (including, but not limited to, attorneys fees and costs) incurred by the Indemnified Party resulting from third party losses incurred as a result of the Indemnifying Party's breach of any warranty, representation, agreement, or obligation contained herein.

9.2 Procedure. The Indemnified Party shall promptly notify the Indemnifying Party of any action for which the Indemnified Party intends to claim indemnification hereunder (provided, however, that the Indemnified Party's failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from its indemnification obligations, except to the extent (and only to the extent) that the Indemnifying Party is materially prejudiced by such failure). The Indemnified Party agrees that that the Indemnifying Party will have the right to assume and control the defense or settlement of such action, with counsel chosen by the Indemnifying Party; provided, however, that the Indemnifying Party shall not enter into any settlement or compromise of any such claim in the event such settlement or compromise imposes any liability or obligation on the Indemnified Party, without the Indemnified Party's prior written consent.

ARTICLE 10
GENERAL

10.1 Confidentiality.

10.1.1 Use of Confidential Information. Each party agrees to use Confidential Information (as defined below) only for the purposes of performing its obligations or exercising its rights under this Agreement. For purposes of this Agreement, "Confidential Information" means trade secret or confidential information belonging to or pertaining to a party (the "Disclosing Party") that is provided or disclosed to the other party (the "Receiving Party") by the Disclosing Party or is learned about a Disclosing Party by the Receiving Party or otherwise accessed in the course of performing obligations under this Agreement, including, but not limited to, all Company data.

10.1.2 Disclosure to Third Parties. Except as expressly set forth in this Agreement or in any other written agreement or instrument between the parties, neither party may disclose the other party's Confidential Information to any third party. Confidential Information disclosed under this Agreement may be disclosed only to a party's agents, employees and representatives who need to know the same in connection with the performance of this Agreement. Each party shall maintain adequate procedures to ensure that all of the persons to whom it discloses or provides access to the other party's Confidential Information comply with the restrictions set forth herein. Each party shall be responsible for any breach of this Section 10.1 by any person to whom it discloses or provides access to the other party's Confidential Information. In addition, either party may disclose Confidential Information that is required to be disclosed pursuant to a law, regulation, or court order. In such event, the party must first (to the extent permissible) notify the other party and permit the other party to seek an appropriate protective order, and shall in no event disclose more Confidential Information than is required to be disclosed pursuant to such law, regulation, or court order.

10.1.3 Protection of Confidential Information. Each party shall protect the other party's Confidential Information from disclosure, publication and dissemination using the same care and discretion as it uses to protect its own confidential or proprietary information and, in any event, reasonable care and discretion, to protect the other party's Confidential Information.

10.1.4 Exceptions. The non-disclosure obligations set forth in this Agreement do not apply to any information that: (i) is in the public domain before a party receives or learns such information; (ii) a party receives such information from a third party with a bona fide right to disclose such information providing that such Receiving Party did not acquire such item of Confidential Information, directly or indirectly, from the Disclosing Party, or its Affiliates; and (iii) a Receiving Party can prove by documentary evidence was in the Receiving Party's possession prior to or at the time of the other party's disclosure or provision thereof to the Receiving Party and was not acquired by the Receiving Party, directly or indirectly, from the other party in connection with this Agreement or the Purchase Agreement

10.1.5 No Waiver of Privilege. The Company agrees that the provision of any information or materials by Trican Parent, Trican U.S. or any designee of Trican U.S. under this Agreement that is protected by attorney-client privilege, work product privilege, or any other applicable privilege shall not be deemed as a waiver, in any part, of any such privilege. The Company further agrees that it shall not use, or attempt to use, directly or indirectly, any such privileged information or materials in any dispute with Trican Parent, Trican U.S., or any of the foregoing entities' Affiliates.

10.2 Relationship of the Parties.

10.2.1 Independent Contractors. Provider, in performance of this Agreement, is acting as an independent contractor to Recipient, and not as a partner, joint venturer or agent. The parties do not intend to create by this Agreement an employer-employee relationship. Each party retains control over its personnel, and the employees of one party shall not be considered employees of the other party. Neither party will be bound by any representation, act or omission of the other party. Neither party has any right, power or authority to create any obligation, express or implied, on behalf of the other party.

10.2.2 Personnel. Provider is solely responsible for the payment of all direct and indirect compensation (including all fringe benefits of any sort) for Provider's or any of its Affiliates' personnel assigned to provide the Services under this Agreement, and will be responsible for workers' compensation insurance, unemployment insurance, employment taxes, and all other employer liabilities relating to Provider's personnel.

10.3 Specific Performance. Trican U.S. acknowledges that a material breach of its obligations under this Agreement would cause irreparable damage to the Company, the exact amount of which would be difficult to ascertain, and that the remedies at law and monetary damages for any such breach would be inadequate. Accordingly, in the event of any action taken or threatened by Trican U.S. hereunder that, if taken, would constitute a material breach of its obligations under this Agreement, the Company and it successors and assigns are entitled to injunctive or other relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise.

10.4 Subcontracting. Trican U.S. may use contractors, subcontractors, vendors or other third parties under contract with Trican U.S. (collectively, "Subcontractors") to provide some or all of the Services; provided, however, that (i) Trican U.S. may not subcontract any part of the Services to any competitor of the Company without the Company's prior written consent; and (ii) if Trican U.S. decides to outsource all or substantially all of the functions provided hereunder to a Subcontractor, then Trican U.S. shall promptly notify the Company in writing of such decision and the name of the Subcontractor(s). In the event that Trican U.S. uses any Subcontractors to perform any Services, Trican U.S. is not released from responsibility for its obligations under this Agreement. Trican U.S. is fully responsible, financially and otherwise, for the Services provided by each Subcontractor to the same extent as if Trican U.S. had provided the Services itself.

10.5 Binding Effect; No Assignment. This Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment hereof or of any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without such required consent shall be without effect; provided, however, that the Company may assign, in whole or in part, its rights, duties and obligations under this Agreement to any one or more of its Affiliates.

10.6 Third Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or will confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.7 Bankruptcy.

10.7.1 All rights licensed to the Company under this Agreement are and shall be deemed to be rights and licenses to "intellectual property" and the licenses that are the subject matter of this Agreement is and shall be deemed to be "embodiments" of "intellectual property," in each case, as such terms are used in and interpreted under Section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n)).

10.7.2 This Agreement and the license obligations of Trican U.S. hereunder are not assignable by Trican U.S. by reason of their nature and may not be assigned by court order in a Canadian Insolvency Proceedings involving Trican U.S. (including under Section 84.1 of the *Bankruptcy and Insolvency Act* (Canada) ("BIA"), Section 11.3 of the *Companies' Creditors Arrangement Act (Canada)* ("CCAA") and any statutory provisions or legal or equitable principles of similar effect in any jurisdiction). All licenses granted by Trican U.S. under this Agreement are and shall be deemed to be rights to use intellectual property as contemplated in Section 65.11(7) of the BIA and Section 32(6) of the CCAA, and the Company is and shall be entitled to the protections of those legislative provisions, and all statutory provisions or legal or equitable principles of similar effect in all jurisdictions.

10.7.3 The Company shall have all rights, elections and protections under the Code, the BIA, the CCAA and all other Canadian Insolvency Laws and principles of law and equity with respect to the rights licensed to the Company under this Agreement and the subject matter hereof. Without limiting the generality of the foregoing, Trican U.S. acknowledges and agrees that, if Trican U.S. or its estate becomes subject to any bankruptcy or similar proceedings under the Code or otherwise, or becomes subject to any Canadian Insolvency Proceedings:

(a) Subject to the Company's rights of election under Section 365(n), of the Code and legal and equitable rights of similar effect in other jurisdictions, all rights, licenses and privileges granted to the Company under this Agreement will continue subject to the respective terms and conditions hereof, and will not be affected, even by rejection, disclaimer or resiliation of this Agreement; and

(b) The Company shall be entitled to a complete duplicate of (or complete access to, as appropriate) all licensed intellectual property, and embodiments thereof, which, if not already in the Company's possession, shall be promptly delivered to the Company or its designee, unless Trican U.S. elects to and does in fact continue to perform all of its obligations under this Agreement.

10.8 Survival. Articles 7, 8, 9 and 10 survive termination or expiration of this Agreement.

10.9 Entire Agreement. The Schedules attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. This Agreement and the Purchase Agreement (together in each case with the Schedules, Exhibits and other agreements referenced therein or forming a part thereof) contain, and are intended as, a complete statement of all of the terms and the arrangements between the parties hereto with respect to the matters provided for herein, and supersede any previous agreements and understandings, both written and oral, between the parties hereto with respect to those matters.

10.10 Governing Law. This Agreement shall be deemed to be a Contract made under, and shall be construed in accordance with, the Laws of the State of Delaware applicable to Contracts entered into, and to be wholly performed within such State.

10.11 Jurisdiction. Except as provided in this Section 10.11, each of the Parties hereto irrevocably and unconditionally consents to the sole and exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such Court does not have jurisdiction, in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world, whether within or without the State of Delaware. Each of the Parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the Parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other Parties hereto.

10.12 Headings. The section headings he reof are for convenience of reference only and are to be given no effect in the construction, interpretation or effect hereof.

10.13 Notices. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered in writing by hand, when transmitted to the applicable number so specified in (or pursuant to) this Section 10.13 and an appropriate answerback is received when sent by telecopy, or other method of facsimile, or five days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or two days after being sent by overnight delivery providing receipt of delivery, to the following addresses:

if to Trican U.S. or Trican Parent:

Trican Well Service Ltd.
[redacted]
Facsimile: [redacted]
Attention: [redacted]

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

[●]

Facsimile: **[●]**
Attention: **[●]**

if to Company:

Keane Group Holdings, LLC
[redacted]
Facsimile: [redacted]
Attention:
[redacted]

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

Schulte Roth & Zabel LLP
[redacted]

Facsimile: [redacted]
Attention: [redacted]

A party may change its address and contact information for purposes of this Section 10.13 by providing notice of such change in writing to the other parties in accordance with this Section 10.13.

10.14 **__Severability__**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.

10.15 Waivers and Consents; Amendments.

10.15.1 For the purposes of this Agreement and all Contracts, documents and instruments executed pursuant hereto, no course of dealing between or among any of the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. No covenant or provision hereof may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision as contemplated herein.

10.15.2 No amendment to this Agreement may be made without the written consent of Company and Trican U.S.

10.16 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered (including, without limitation, by facsimile) shall be taken to be an original; but such counterparts shall together constitute but one and the same document.

[remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by an authorized representative as of the Closing Date.

KEANE GROUP HOLDINGS, LLC

By:____________________________
Name:
Title:

TRICAN WELL SERVICE LTD.

By:____________________________
Name:
Title:

TRICAN WELL SERVICE L.P.

By:____________________________
Name:
Title:

SCHEDULE 2.1.1(a)[1]

(Services to be provided by Trican U.S. to the Company)

I(A). INFORMATION TECHNOLOGY

Service Name	Service	Service Period
SUPPORT: Network Support	Trican U.S. to provide user access and use of the existing network services. This includes activities related to the operations, and sustainment, maintenance and/or fixes of existing WAN and LAN network infrastructure (routers, switches, firewalls, riverbeds), ISP circuits, network security monitoring or filtering, network management, and vpn/remote access services.	Three (3) months
SUPPORT: User Access, Account and E-mail provisioning	Trican U.S. to provide user and computer support and use, operations, and maintenance or fixes of existing Active Directory infrastructure (Domain Controller servers, DNS, DHCP).	Three (3) months
SUPPORT: Workstations and Field office devices	Trican U.S. to continue to support, maintain, monitor and update local office devices that are sustained via centralized systems/infrastructure (i.e. Antivirus, SCCM). This includes patching workstations & desktop, desktop software, Antivirus maintenance, and monitoring of network printers.	Three (3) months
SUPPORT: Data Center Support	Trican U.S. to provide hosting support and operations for any application, file server, operating system, virtualization, database or related infrastructure required including backups and disaster recovery assistance.	Three (3) months
SUPPORT: Email/Messaging	Trican U.S. to provide ongoing use and support for email and any messaging services (Lync).	Three (3) months
SUPPORT: Applications	Trican U.S. to provide user access and continue support to all applications current provided by Trican U.S., and used to support the US business, engineering and operations.	Three (3) months
SUPPORT:	Trican U.S. to provide tier 2 helpdesk support and	Three (3)

[1] Throughout this Schedule 2.1.1, "Trican U.S." shall refer collectively to Trican U.S., its Affiliates and/or designees in accordance with this Agreement.

Helpdesk/User Support	problem resolution for US operations via current help desk. Trican U.S. will also provide help desk access to Active Directory so that designated IT staff can perform user administrative activities related to account and email provisioning and de-provisioning.	months
TRANSITION: Application Transition	Trican U.S. to provide consultation in support of the migration to Keane applications regarding current & historical data transfer and available documentation. This includes but not limited to Financial (AX), Field Ticketing (Trinet), Asset Management (Avantis), and file share/email data supporting US operations. For those proprietary software applications that will be used by the Company after the termination of the TSA, Trican will provide access to and the appropriate rights to use the proprietary computer software owned by Trican, including programming code such as source code and object code. Without limiting the foregoing, customers shall continue to have use of and access to FracNet to monitor the status of frac jobs in progress.	Three (3) months
TRANSITION: Vendor Transition	Trican U.S. to provide consultation, history and guidance in the transfer or establishment of any required agreements to support current operations.	Three (3) months
TRANSITION: Engineering/Data Van Transition	Trican U.S. to provide consultation and assistance with the migration to Keane of applications/networks regarding any software/hardware, documentation, required tokens which support all assets to be transferred including data vans, field, engineering and electrical software required to run all transferred assets.	Three (3) months
TRANSITION: Facility Transition	Trican U.S. to provide consultation and assistance with the transfer of all designated US IT assets including security access to all local devices, configurations, software, hardware and turnover assistance.	Three (3) months
TRANSITION: General IT Separation	Trican U.S. to provide reasonable support for IT separation actions including response to questions, data files, and other general requests. This includes transitioning user mailboxes and email forwarding if needed. The parties agree to establish a work order process to handle IT separation project requests. Trican U.S. will	Three (3) months

	respond to Company's requests in a reasonable timeframe, taking into account Trican U.S.'s other IT projects as well as the importance of completing the IT separation, such that it does not delay the transition timeline.	

SCHEDULE 2.1.1(a)

(Services to be provided by Trican U.S. to the Company)

I(B). HISTORICAL DATA TRANSFER REQUIREMENTS

In every case, the historical data that will be provided to the Company will be for the Purchased Assets and the Business, and will not include any historical data pertaining to the Excluded Businesses or the Excluded Assets. The Parties will collaborate to establish a work plan to allow for the required data transfer to occur during the three (3) month period following the date hereof. In many cases, these work plans will require input and collaboration from the software vendor as well.

Service Name	Service	Service Period
TriNet	Provide requested TriNet documents where the applicable customer MSA forms part of the Purchased Assets, has been assigned to the Company, and the customer consents to the data transfer.	Three (3) months
Microsoft EA - AX 2012 R2	Provide data for period from January 1, 2012 to Closing.	N/A
OnBase	Provide data for period prior to Closing.	
Avantis – Invensys	Provide data for period prior to Closing.	N/A
SuccessFactors	Trican U.S. will meet a one-time request during the term of this service to provide the data at the date of Closing for only Transferred Employees.	N/A
WorkDay	Trican U.S. will meet a one-time request during the term of this service to provide the data at the date of Closing for only Transferred Employees.	N/A
Intellex	Provide data for period from April 1, 2015 to Closing.	N/A
Outlook/Email	Provide history for individual Transferred Employees' Exchange mailboxes and subfolders, either in a PST format (or similar in order to move files to Office365); for clarity only data for the period from January 1, 2015 to Closing will be provided. Prior to providing such data, Trican U.S. will (i) removal any emails referencing or relating to the transactions contemplated by or in connection with the Purchase Agreement, and (ii) removal all emails to or from the internal or external legal counsel of Trican U.S.	N/A

Server & Share Drives (Mapped as "T:\" UNC path - \\file01\Trican_ us\)	Provide data for period from January 1, 2012 to Closing. Prior to providing such data, Trican U.S. will (i) remove any folders pertaining to Trican U.S. internal legal counsel, (ii) remove any folders pertaining to the Excluded Businesses or the Excluded Assets, and (iii) remove any folders referencing or relating to the negotiation of the transactions contemplated by or in connection with the Purchase Agreement or Trican U.S.'s exploration of alternatives to such transactions.	N/A

SCHEDULE 2.1.1(a) (continued)

(Services to be provided by Trican U.S. to the Company)

II. FINANCE SERVICES

Service Name	Service	Service Period
Payables Disbursements	Payment of Company's invoices must be authorized in advance pursuant to policies and procedures in place at Closing. The frequency and schedule for the payment of Company's invoices shall be weekly, and Trican U.S. shall provide Company with a detailed list by vendor invoice of scheduled payments at least 48 hours in advance of the scheduled payments. Company will approve the gross amount to be paid and transmit its approval to Trican U.S. at least 24 hours before the scheduled payment time. Additionally, for any payables to be paid from a Trican U.S. account, Company will wire funds in the amount of the total payment to Trican U.S. one (1) business day before the scheduled payment date. In the event Company notifies Trican U.S. to withhold, cancel or delay a total scheduled payment or payment of an individual invoice or check at least 24 hours before the scheduled payment time, Trican U.S. will withhold, cancel or delay such payment.	Three (3) months
Financial & Accounting Data	Trican U.S. will provide and make available to Company access to such financial records, reports, or other information (both historical and those created during the term hereof) and access to knowledgeable employees solely to the extent relating to the Business and for which Company shall not have records, as Company may reasonably request in order to supervise, manage, conduct and account for the financial condition and affairs of the Business, including financial statements, ledgers, reconciliations, and other financial records. To the extent permitted by contracts with third parties, such access will include reasonable electronic access to financial systems, records and data that were used in the ordinary course to supervise and conduct the financial affairs of the Business for the purpose of migrating such information to Company's own financial systems.	Three (3) months

SCHEDULE 2.1.1(a) (continued)

(Services to be provided by Trican U.S. to the Company)

III. TAX COMPLIANCE SERVICES

Service Name	Service	Service Period
Tax	Trican U.S. will provide Company with tax Services, including: (i) providing Company with property tax rendition statements for 2014; and (ii)assistance in connection with any past sales and use tax issues that may follow Company.	Three (3) months

SCHEDULE 2.1.1(a) (continued)

(Services to be provided by Trican U.S. to the Company)

IV. LEGAL SERVICES AND OTHER ADMINISTRATIVE SUPPORT

Service Name	Service	Service Period
Insurance Administration & Claims Reporting	For any Disclosed Claims (Buyer controlled), as set forth in the Purchase Agreement, Trican U.S. will provide Company insurance administration and claims reporting support to the extent Trican U.S. performed such activities for the Business. Trican U.S. will forward these claims to Company's insurer according to Company's instructions. The foregoing shall only apply for pre-closing claims related to the Business.	Three (3) months
Insurance Claims Services	Trican U.S. will provide reasonable periodic access to Trican U.S.'s loss histories for pre-closing claims related to the Business. Such access will be provided during normal working hours.	Three (3) months

SCHEDULE 2.1.1(b)

(Services to be provided by the Company to Trican U.S.)

I. REAL ESTATE/FACILITIES SERVICES

Service Name	Service	Service Period
Office Space	The Company to provide Trican U.S. with office space for four (4) employees of Trican U.S. during the Service Period at the Research & Development Center location in The Woodlands, Texas (the "Premises"), subject to the Company's reasonable administrative and security requirements.	Twenty four (24) months

SCHEDULE 5.1
FEES

[redacted]

[redacted]

[redacted]		[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	
[redacted]	[redacted]		[redacted]
[redacted]	[redacted]		[redacted]
[redacted]	[redacted]		[redacted]
[redacted]		[redacted]	[redacted]
[redacted]		[redacted]	

[redacted]

[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

2 The dollar amount to be determined between signing and closing.

Schedule 5.1 to Exhibit E – Form of Transition Services Agreement of the Asset Purchase Agreement dated as of January 25, 2016

The fee schedule with respect to the services to be provided by Trican U.S. to the Company was redacted.

Exhibit F
Form of Third Amended and Restated Keane Parent LLC Agreement

[THE TERMS AND CONDITIONS SET FORTH IN THE FORM OF THIRD AMENDED AND RESTATED KEANE PARENT LLC AGREEMENT WERE REDACTED]

Exhibit G
Form of Services Agreement

Attached.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into by and between Keane Frac, L.P. (the "Company"), and Trican Well Service, L.P., a Delaware limited partnership ("Trican") as of the Closing Date (as such term is defined in that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of January 25, 2016 by and among Keane Group Holdings, LLC, the Company, Trican Well Service Ltd., an Alberta corporation ("Trican Parent"), Trican (and collectively with any other Subsidiary of Trican Parent that has any right, title and interest in the Purchased Assets, including those Subsidiaries set forth on ***Annex I*** thereto, the "Seller Companies") (the "Effective Date"). The Company and Trican are sometimes referred to in this Agreement collectively as the "Parties," and each individually as a "Party."

1. Engagement; Term. Effective as of the Effective Date, the Company engages Trican to provide certain services to the Company, and Trican accepts such engagement. Unless earlier terminated pursuant to Section 4 below, the term of Trican's engagement hereunder shall commence on the Effective Date and end on the date that is one year after the Effective Date (such term being the "Initial Term"); *provided, however*, that upon the date that is one year after the Effective Date, this Agreement may be extended for an additional three-month period upon written notice by the Company to Trican on or before the date that is at least thirty (30) days prior to the end of the Initial Term. The term that Trican is engaged hereunder is referred to as the "Term."

2. Services. During the Term, Trican shall provide the services listed on Schedule A (the "Services"). Trican shall cause the individuals listed on Schedule B (collectively, the "Trican Agents") to be its agents in providing the Services. Trican acknowledges and agrees that this is not an exclusive arrangement and the Company is free to engage other providers to perform any services, including those similar to the Services.

3. Services Fee. In consideration of Trican's performance of the Services, during the Term, the Company shall pay Trican the services fees for each calendar month (pro-rated for partial calendar months) that Trican causes the Services to be provided hereunder by any Trican Agent, as set forth on Schedule B (the "Services Fee"). Within five (5) business days after the expiration of each calendar month in which this Agreement is in effect (a "Completed Month"), Trican shall provide the Company with an invoice listing the Services provided, the Trican Agents who provided such Services, and the Services Fee attributable to such Completed Month. The Company shall pay the applicable Services Fee within twenty (20) days of its receipt of the applicable invoice. Trican acknowledges and agrees that it shall be solely responsible for the payment of wages, provision of benefits and all employment-related obligations with respect to each Trican Agent who performs the Services hereunder.

4. Termination. The Company may terminate this Agreement, in whole or in part, at any time, for any reason or no reason at all, upon thirty (30) days' prior written notice to Trican. In addition, either Party may terminate this Agreement immediately upon provision of written notice of such termination to the other Party if (a) the other Party materially fails to perform or otherwise materially breaches this Agreement and (b) such failure or breach is not cured, to the reasonable satisfaction of the terminating Party, within thirty (30) days of written notice thereof.

5. Independent Contractor. At all times during the Term, Trican shall be an independent contractor of the Company. In no event shall any Trican employee, agent or representative (including the Trican Agents) be deemed to be an employee of the Company or any of its affiliates, and no Trican employee, agent or representative (including the Trican Agents) shall at any time be entitled to any employment rights or benefits from the Company or any of its affiliates or be deemed to be an agent of the Company or any of its affiliates or have any power to bind or commit the Company or any of its affiliates or otherwise act on their behalf. Trican acknowledges and agrees that its employees, agents and representatives are not eligible for any benefits sponsored by the Company or any of its affiliates or any other benefit from the Company or its affiliates and, accordingly, no Trican employee, agent or representative shall participate in any pension or welfare benefit plans, programs or arrangements of the Company or any of its affiliates. Trican shall not, and shall cause Trican Agents not to, at any time, communicate or represent to any third party, or cause or knowingly permit any third-party to assume, that in performing the Services hereunder, Trican or any of its employees, agents or representatives (including the Trican Agents) has any authority to bind the Company or any of its affiliates. Trican shall be solely responsible for making all applicable tax filings and remittances with respect to amounts paid to Trican pursuant to this Agreement. It is not the purpose or intention of this Agreement or the Parties to create, and the same shall not be construed as creating, any partnership, partnership relation, joint venture, agency, employment or joint employment relationship.

6. Indemnification. The Company shall indemnify and hold harmless Trican, its affiliates, and each of the foregoing entities' partners, directors, officers, employees, advisors, consultants, subsidiaries, and affiliates (collectively, the "Trican Indemnified Parties") from and against any and all damages, claims, causes of action and liabilities, including losses and liabilities for death of or injury to persons or loss of or damage to property, of whatsoever kind or nature incurred by, borne by, or asserted against any Trican Indemnified Party arising out of or resulting from acts or omission of Trican or any Trican Agent while performing any Services under this Agreement ("Losses"), even if such Losses are caused by or allegedly caused by the sole, joint or concurrent negligence, strict liability or other legal fault of any Trican Indemnified Party; provided however that this indemnity shall not apply to claims to the extent any Losses arises from direct loss or damage that is the result of the gross negligence or willful misconduct of a Trican Indemnified Party. The foregoing rights of indemnification are not, and shall not be, exclusive of any other rights to which any Trican Indemnified Party may be entitled as a matter of law, equity, or otherwise.

7. Dispute Resolution. Any and all claims or disputes between Trican on the one hand and the Company or any of its affiliates on the other hand under this Agreement will be resolved in accordance with the provisions of Section 10.7 of the Purchase Agreement.

8. Entire Agreement; Amendments. This Agreement (including the Schedules hereto), together with the Purchase Agreement (together in each case with the Schedules, Exhibits and other agreements referenced therein or forming a part thereof) constitute the entire and final agreement between the Parties with respect to the subject matters hereof. All conflicts or inconsistencies between the terms hereof and the terms of the Purchase Agreement, if any, shall be resolved in favor of this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

9. Waiver. Any waiver of a provision of this Agreement shall be effective only if it is in a writing signed by the Party entitled to enforce such term and against which such waiver is to be asserted. No delay or omission on the part of either Party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

10. Assignment; Successors; Third-Party Rights. This Agreement may not be assigned without the written consent of the Parties; provided, however, the Company may assign its rights and obligations hereunder to any of its affiliates provided that it provides Trican with written notice of such assignment.

11. Notices. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered in writing by hand, when transmitted to the applicable number so specified in (or pursuant to) this Section 11 and an appropriate answerback is received when sent by telecopy, or other method of facsimile, or five days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or two days after being sent by overnight delivery providing receipt of delivery, to the following addresses:

if to Trican:

Trican Well Service Ltd.
[redacted]
Facsimile: [redacted]
Attention: [redacted]

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

[●]

Facsimile: **[●]**
Attention: **[●]**

if to Company:

Keane Frac L.P.
[redacted]
Facsimile: **[●]**
Attention:
[redacted]

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

DOC ID - 23824854.5

Schulte Roth & Zabel LLP
[redacted]

Facsimile: [redacted]
Attention: [redacted]

A Party may change its address and contact information for purposes of this Section 11 by providing notice of such change in writing to the other Party in accordance with this Section 11.

12. Certain Construction Rules. The Section headings contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. In addition, as used in this Agreement, unless otherwise provided to the contrary, (a) all references to days, months or years shall be deemed references to calendar days, months or years and (b) any reference to a "Section" shall be deemed to refer to a section of this Agreement. The use herein of the word "including" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. The words "hereof", "herein", and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive, and the term "including" shall not be deemed to limit the language preceding such term.

13. Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Copies of this Agreement by facsimile or electronic transmission containing digital images of the Parties' signatures shall be deemed to be their original signatures for all purposes.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have duly executed this Services Agreement as of the Effective Date.

KEANE FRAC L.P.

By:____
Name:
Title:

TRICAN WELL SERVICE, L.P.

By:____
Name:
Title:

Schedule A

Specialized management and sales services.

Schedule B

Trican Agents and Services Fee

Name	Services Fee (per calendar month)[1]
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	

[1] Fees are all costs associated with employee compensation; actual fees to be determined between signing and closing.

DOC ID - 23824854.5

Schedule B to Exhibit E – Form of Transition Services Agreement of the Asset Purchase Agreement dated as of January 25, 2016

The names of the Trican Agents were redacted.