

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3971516

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SUCCESSOR AGENT AGREEMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT | | 06/30/2016 |
| RECEIVING PARTY DATA | | |
| Name: | CORTLAND CAPITAL MARKET SERVICES LLC, AS ADMINISTRATIVE AGENT | |
| Street Address: | 225 W. WASHINGTON ST., 21ST FLOOR | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60606 | |
| PROPERTY NUMBERS Total: 26 | | |
| Property Type | Number | |
| Application Number: | 14671532 | |
| Application Number: | 14734290 | |
| Application Number: | 14463048 | |
| Application Number: | 62127199 | |
| Application Number: | 14673138 | |
| Application Number: | 14808042 | |
| Application Number: | 14622362 | |
| Application Number: | 14602575 | |
| Application Number: | 13927178 | |
| Application Number: | 14090413 | |
| Application Number: | 13837665 | |
| Application Number: | 62320257 | |
| Application Number: | 62334174 | |
| Application Number: | 62121562 | |
| Patent Number: | 8499901 | |
| Patent Number: | 8132595 | |
| Patent Number: | 8940667 | |
| Patent Number: | 9034805 | |
| Patent Number: | 9034804 | |
| Patent Number: | 7482310 | |

PATENT

| Property Type | Number |
|----------------|---------|
| Patent Number: | 9064650 |
| Patent Number: | 8264814 |
| Patent Number: | 9145748 |
| Patent Number: | 8733457 |
| Patent Number: | 9074432 |
| Patent Number: | 5775417 |

CORRESPONDENCE DATA

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|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F164393 |
| NAME OF SUBMITTER: | KAREN S. COTTRELL |
| SIGNATURE: | /Karen S. Cottrell/ |
| DATE SIGNED: | 07/21/2016 |

Total Attachments: 60

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UNITED STATES PATENTS

| Owner | Title | Country | Application No. | Application Date | Grant Date | Patent No. |
|------------------------------|--|----------------|------------------------|-------------------------|-------------------|-------------------|
| Penny Technologies S.à r.l. | Boron-Containing Oil Well Fracturing Fluid | US | 14/671,532 | 03/27/2015 | N/A | N/A |
| Penny Technologies S.à r.l. | Linkage assembly for drilling or mobile well servicing | US | 12/972,017 | 12/17/2010 | 08/06/2013 | 8,499,901 |
| Penny Technologies S.à r.l. | Pump iron restraint system | US | 12/424,289 | 04/15/2009 | 03/13/2012 | 8,132,595 |
| C&J Well Services, Inc. | Fluid treatment systems, compositions and methods for metal ion stabilization in aqueous solutions and/or enhanced fluid performance | US | 12/794,495 | 06/04/2010 | 01/27/2015 | 8,940,667 |
| C&J Well Services, Inc. | Fluid Treatment Systems, Compositions and Methods for Metal Ion Stabilization in Aqueous Solutions | US | 12/794,514 | 06/04/2010 | 05/19/2015 | 9,034,805 |
| C&J Well Services, Inc. | Fluid Treatment Systems, Compositions and Methods for Metal Ion Stabilization in Aqueous Solutions and/or Enhanced Fluid Performance | US | 12/794,459 | 06/04/2010 | 05/19/2015 | 9,034,804 |
| C&J Well Services, Inc. | Method of fracturing subterranean formations utilizing emulsions comprising acrylamide copolymers | US | 10/988,216 | 11/12/2004 | 01/27/2009 | 7,482,310 |
| C&J Spec-Rent Services, Inc. | Determining One or More Parameters of a Well Completion Design Based on Drilling Data Corresponding to Variables of Mechanical Specific Energy | US | 14/734,290 | 06/09/2015 | | |
| Penny Technologies S.à r.l. | Tool With Modular Pressure Compensator And Related Methods | US | 14/463,048 | 08/19/2014 | | |
| Penny Technologies S.à r.l. | Well Completion System and Method | US | 62/127,199 | 03/02/2015 | | |
| Penny Technologies S.à r.l. | Assembly of RF-Safe Switch and Detonator System In A Non-RF Free environment | US | 14/302,695 | 06/12/2014 | 06/23/2015 | 9,064,650 |
| Penny Technologies S.à r.l. | Downhole sequentially-firing casing perforating gun with electronically-actuated wireline release mechanism, and actuation circuit therefor | US | 12/565,503 | 09/23/2009 | 09/11/2012 | 8,264,814 |
| Penny Technologies S.à r.l. | Fluid Velocity-Driven Circulation Tool | US | 14/527,407 | 10/29/2014 | 09/29/2015 | 9,145,748 |

| Owner | Title | Country | Application No. | Application Date | Grant Date | Patent No. |
|-----------------------------|---|---------|-----------------|------------------|------------|------------|
| Penny Technologies S.à r.l. | Gear Box Shift Lock | US | 14/673,138 | 03/30/2015 | | |
| Penny Technologies S.à r.l. | Method And apparatus for axially displacing coiled tubing while minimizing fatigue | US | 14/018,093 | 09/04/2013 | 05/27/2014 | 8,733,457 |
| Penny Technologies S.à r.l. | Protection for elastomeric materials used in down-hole tools | US | 14/808,042 | 07/24/2015 | | |
| Penny Technologies S.à r.l. | Carboxylated Cellulose Polymers for use in Hydraulic Fracturing Operations | US | 14/622,362 | 02/13/2015 | | |
| Penny Technologies S.à r.l. | Gas or Liquid Control System and Method of Operating | US | 14/602,575 | 01/22/2015 | | |
| Penny Technologies S.à r.l. | Downhole modular y-tool | US | 13/927,178 | 06/26/2013 | | |
| Penny Technologies S.à r.l. | Methods and apparatus for sensing in wellbores | US | 14/090,413 | 11/26/2013 | | |
| Penny Technologies S.à r.l. | Drilling system, biasing mechanism and method for directionally drilling a borehole | US | 13/837,665 | 03/15/2013 | | |
| Penny Technologies S.à r.l. | Coil Tubing Injector Using Linear Bearings | US | 14/639,467 | 03/05/2015 | 07/07/2015 | 9,074,432 |
| Penny Technologies S.à r.l. | Coiled tubing handling apparatus | US | 08/823,786 | 03/24/1997 | 07/07/1998 | 5,775,417 |
| Penny Technologies S.à r.l. | Proppant Delivery System And Related Method | US | 62/320,257 | 04/08/2016 | | |
| Penny Technologies S.à r.l. | Apparatus and Method for Preventing Particle Interference of Downhole Devices | US | 62/334,174 | 05/10/2016 | | |
| Penny Technologies S.à r.l. | Alarm System | US | 62/121,562 | 02/27/2015 | | |

SUCCESSOR AGENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT, dated as of June 30, 2016 (this "Agreement"), is entered into among BANK OF AMERICA, N.A. ("Bank of America"), as Administrative Agent under the Credit Agreement as defined below (in such capacity, the "Resigning Agent"), CORTLAND CAPITAL MARKET SERVICES LLC ("Cortland"), in its capacity as Successor Agent as defined below, the Borrowers referred to below, each other Loan Party signatory hereto and those Lenders under the Credit Agreement which are parties hereto, which collectively constitute the Required Lenders.

Reference is made to that certain Credit Agreement, dated as of March 24, 2015 (as amended and restated by that certain First Amendment to the Credit Agreement dated as of March 24, 2015; as amended by that certain Waiver and Second Amendment to Credit Agreement dated as of September 29, 2015; as amended and restated by that certain Third Amendment (Refinancing Amendment) to Credit Agreement dated as of September 29, 2015 and as further amended, supplemented, amended and restated or otherwise modified, the "Credit Agreement"), among C&J ENERGY SERVICES LTD., a Bermuda exempted company ("Parent"), CJ HOLDING CO., a Delaware corporation (the "U.S. Borrower"), CJ LUX HOLDINGS S.À R.L., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 15, rue Edward Steichen L-2540 Luxembourg having a share capital of \$2,000,000 and registered with the Luxembourg Register of Commerce and Companies under number B190.857 (the "Luxembourg Borrower" and, together with Parent and the U.S. Borrower, the "Borrowers"), the Resigning Agent and the financial institutions party thereto from time to time, as Lenders. Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

RECITALS

WHEREAS, on June 14, 2016, the Resigning Agent delivered to the Lenders, L/C Issuers and Parent that certain Notice of Resignation providing notice of its resignation as Administrative Agent, L/C Issuer and Swing Line Lender pursuant to Section 9.06 of the Credit Agreement;

WHEREAS, the Lenders party hereto, which collectively constitute the Required Lenders, in consultation with Parent, desire to appoint Cortland to act as the successor Administrative Agent (in such capacity, the "Successor Agent") under the Credit Agreement and the other Loan Documents; and

WHEREAS, the Successor Agent has agreed to accept its appointment and to serve as the Administrative Agent.

NOW, THEREFORE, the parties agree as follows:

1. Resignation. Pursuant to Section 9.06 of the Credit Agreement, the Resigning Agent hereby resigns as Administrative Agent under the Credit Agreement and the other Loan Documents, effective upon the Effective Date (as defined below). On the Effective Date, the Resigning Agent's rights, powers and duties (other than such rights expressly provided

herein) as Administrative Agent shall be terminated, without any further act or deed on the part of the Resigning Agent or any of the parties to the Credit Agreement. Pursuant to Section 9.06(c) of the Credit Agreement, the resignation by the Resigning Agent as Administrative Agent shall also constitute its resignation as an L/C Issuer and as Swing Line Lender under the Credit Agreement.

2. Appointment. Effective as of the Effective Date, (i) the Required Lenders hereby appoint, in accordance with Section 9.06(a) of the Credit Agreement, the Successor Agent as the Administrative Agent under the Credit Agreement, (ii) the Successor Agent hereby accepts its appointment as the Administrative Agent under the Credit Agreement and any other Loan Documents and (iii) the Successor Agent, as the Administrative Agent, shall succeed to, and be vested with, all of the rights, powers and duties of the Administrative Agent under the Credit Agreement and any other Loan Documents.

3. Waiver. Each of the Loan Parties and the Required Lenders hereby waive the requirement in Section 9.06(a) of the Credit Agreement that the Successor Agent be a bank with an office in the United States.

4. Delineation of Responsibilities. The parties hereto agree that neither Bank of America, in its individual capacity and in its capacity as the Resigning Agent, nor any of its Affiliates, shall bear any responsibility or liability for any actions taken or omitted to be taken by the Successor Agent or otherwise under this Agreement, the Credit Agreement or the Loan Documents or the transactions contemplated thereby. The parties hereto agree that Cortland, in its individual capacity and in its capacity as the Successor Agent, shall bear no responsibility or liability for any actions taken or omitted to be taken by Bank of America in its capacity as the Resigning Agent or otherwise under this Agreement, the Credit Agreement, and the other Loan Documents or the transactions contemplated thereby.

5. Resigning Agent Certification. The Resigning Agent hereby certifies prior to or on the Effective Date that:

(a) Disbursement Status. The Resigning Agent has delivered to the Successor Agent (i) a schedule, as of the Effective Date, of (A) the outstanding principal amount of the Revolving Loans, the Initial Tranche B-1 Term Loans and the Initial Tranche B-2 Term Loans, (B) the accrued and unpaid interest payable on the Loans, (C) the accrued and unpaid unused commitment fees on the Revolving Credit Commitments, and (D) the aggregate face amount of outstanding Letters of Credit, including the beneficiary and the expiration date thereof and the accrued and unpaid Letter of Credit Fees and (ii) a true and correct copy of the Register as of the Effective Date.

(b) Documents. Schedule I hereto sets forth each material Loan Document which is in the possession of the Resigning Agent or, to the knowledge of the Resigning Agent, to which the Resigning Agent is a party. Execution versions of each such Loan Document, together with all exhibits and schedules thereto which are in the possession of the Resigning Agent, have been delivered to the Successor Agent on or prior to the Effective Date. As of the Effective Date, there have been no amendments, supplements or consents to

such Loan Documents to which the Resigning Agent has knowledge, except as otherwise provided to the Successor Agent.

(c) Defaults, Waivers, Reservation of Rights. Except as set forth on Schedule II hereto, the Resigning Agent has not, as of the Effective Date, (i) received from any Borrower notice of a Default or Event of Default that is, to the knowledge of the Resigning Agent, continuing under the Credit Agreement or any other Loan Document or (ii) sent any letters or notices to the Borrowers or Guarantors purporting to reserve any of its rights under the Credit Agreement and the other Loan Documents.

(d) Authority. It is duly authorized to execute and perform its obligations under this Agreement.

6. Covenants of the Resigning Agent. The Resigning Agent agrees that from and after the Effective Date, it shall use commercially reasonable efforts to deliver, or cause to be delivered, promptly to the Successor Agent, copies of any written notices and other written requests delivered by any Borrower or any Lender to the Resigning Agent after the Effective Date. It is the intention and understanding of the Resigning Agent and the Successor Agent that any exchange of information under this Agreement that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information"), whether before or after the Effective Date (i) shall not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) shall not diminish the confidentiality of the Privileged Information and (iii) shall not be asserted as a waiver of any such privilege, doctrine or rule by the Resigning Agent or the Successor Agent. The Resigning Agent makes no representation or warranty and assumes no responsibility with respect to (a) any statements, warranties or representations made in or in connection with the Credit Agreement and the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, the Credit Agreement and the other Loan Documents or any other instrument or document furnished pursuant thereto, or (b) the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant thereto.

7. Covenants/Representation of the Successor Agent. The Successor Agent (i) agrees that it will, independently and without reliance upon the Resigning Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under the Credit Agreement and the other Loan Documents; and (ii) agrees to be bound by the provisions of the Credit Agreement and the other Loan Documents and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as the Successor Agent. The Successor Agent represents and warrants that it is duly authorized to execute this Agreement and to perform its obligations under this Agreement, the Credit Agreement and the other Loan Documents.

8. Successor Agent Not a Lender; Amendments to the Credit Agreement. For the avoidance of doubt, Cortland shall not be, and shall be deemed not to be, a Lender under the Credit Agreement or the other Loan Documents and all references contained therein relating to same are hereby deleted (and all relevant provisions thereof adjusted accordingly to give effect thereto). In furtherance of the foregoing, the Borrowers and the Required Lenders hereby agree (i) that any reference in the Credit Agreement to the taking of any discretionary action by the Administrative Agent shall, from and after the Effective Date, be modified such that any such action may, if the Administrative Agent so determines, only be taken by the Administrative Agent, acting at the written direction of the Required Lenders (or such other level of Lender approval as the Administrative Agent determines may be required by the terms of the Credit Agreement) and (ii) from and after the Effective Date, to the other modifications and amendments to the Credit Agreement set forth on Annex A hereto.

9. Collateral. As of the Effective Date, the Resigning Agent, as the resigning "collateral agent" under the Loan Documents, hereby assigns to the Successor Agent each of the Liens and security interests granted to the Resigning Agent under the Loan Documents in its capacity as "collateral agent", and the Successor Agent, as the new "collateral agent" under the Loan Documents, hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Secured Parties.

Each Loan Party authorizes the Resigning Agent and the Successor Agent to file, amend, assign, endorse and/or execute as applicable (i) any UCC assignments or amendments with respect to the UCC financing statements, (ii) any assignments, amendments or replacements with respect to the existing Mortgage, (iii) assignments or amendments with respect to any other filings, account control agreements and certificates of title in each case in respect of the Collateral as the Resigning Agent or Successor Agent, in consultation with the Loan Parties, deems reasonably necessary or desirable (clauses (i) – (iii) collectively, the "Collateral Assignments"), in the case of each Collateral Assignment, in form and substance reasonably satisfactory to the Resigning Agent, the Successor Agent and Parent to effect the replacement of the Resigning Agent, as secured party thereunder, with the Successor Agent (it being agreed that any such Collateral Assignments shall be made without any further representations and/or warranties from the Resigning Agent or the Successor Agent).

On and after the Effective Date: (i) any Collateral held by the Resigning Agent (including, without limitation, any Collateral in the possession or control (as defined in the UCC) of the Resigning Agent or any agent or bailee thereof) for the benefit of the Secured Parties shall be deemed to be held by the Resigning Agent solely as sub-agent of or bailee for the Successor Agent for the benefit of the Successor Agent and the Secured Parties until such time as all Collateral Assignments have been completed and any and all consents which may be required in connection with the transfer contemplated by this Agreement are obtained such that the Successor Agent shall be named as secured party on behalf of the Secured Parties in all UCC financing statements, Mortgages, certificates of title, account control agreements and any other filings reasonably necessary or desirable to ensure continued perfection in such Collateral on behalf of the Secured Parties; (ii) any reference to the Resigning Agent on any publicly or non-publicly filed document, to the extent such filing relates to the Liens and security interests in the Collateral assigned hereby, shall, until such filing is modified to reflect the interests of the

Successor Agent with respect to such Liens and security interests, constitute a reference to the Resigning Agent as sub-agent of the Successor Agent (unless no such modification to such filing is necessary to reflect the appointment of the Successor Agent); (iii) any reference to the Resigning Agent as an additional insured and/or loss payee under any insurance (including title insurance) required to be maintained pursuant to the Loan Documents shall, until the Successor Agent is substituted as additional insured and/or loss payee thereunder, constitute a reference to the Resigning Agent as sub-agent of the Successor Agent; and (iv) any reference to the Resigning Agent in any pledge agreement, security agreement, mortgage, intellectual property security agreement, account control agreement or other Collateral Document shall, until the Successor Agent is substituted thereunder (whether by operation of law or by subsequent amendment, assignment, filing or other instrument), constitute a reference to the Resigning Agent as sub-agent of the Successor Agent, and, in each case of clauses (i), (ii), (iii) and (iv), the parties hereto agree that the Resigning Agent's role as such sub-agent shall impose no duties, obligations, or liabilities on the Resigning Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Required Lenders or otherwise, and, without limiting the generality of Section 12(d) below, the Resigning Agent shall have the full benefit of the protective provisions of the Credit Agreement including, without limitation, Article IX and Section 10.04 of the Credit Agreement while serving in such capacity. To the knowledge of the Resigning Agent after reasonable and diligent investigation, the Resigning Agent represents that, Schedule III sets forth all possessory Collateral delivered to the Resigning Agent and all security filings, Mortgages, certificates of title, account control agreements and other filings or documents related to the Liens on the Collateral. The Successor Agent agrees to take possession of any possessory collateral delivered to the Successor Agent on or after the Effective Date upon tender thereof by the Resigning Agent.

10. Further Assurances. The Borrowers and the Resigning Agent agree that, following the Effective Date, the Resigning Agent shall (i) furnish, at the Borrowers' expense, additional releases, amendment or termination statements, assignments, acknowledgements, such other customary documents, instruments and agreements and such other information as may be reasonably requested by the Borrowers or the Successor Agent from time to time in each case in order to effect the matters covered hereby and (ii) take such actions with respect to the Collateral as may be reasonably requested by the Borrowers or the Successor Agent from time to time in order to effect the matters covered hereby; provided that any document, instrument or agreement to be furnished or executed by, or other action to be taken by, the Resigning Agent shall be reasonably satisfactory to it, and the Resigning Agent shall be reasonably satisfied that the delivery of any information requested of it would not breach any confidentiality restrictions binding on it. The Borrowers further agree, with respect to each of the Loan Parties' Deposit Accounts held at Bank of America and Securities Accounts, in each case, that is not an Excluded Deposit Account or Excluded Securities Account, and not already subject to a control agreement in favor of the Resigning Agent, on or promptly following the Effective Date, to execute and deliver, and cause the relevant depository bank or securities intermediary to execute and deliver, control agreements in form and substance reasonably satisfactory to the Successor Agent and Parent. The Borrowers shall promptly reimburse the Resigning Agent for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Resigning Agent in connection with any actions taken pursuant to this Agreement in each case to the extent

such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period).

11. Return of Payments.

(a) In the event that, on or after the Effective Date, the Resigning Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under any Loan Document, the Resigning Agent agrees that such payment shall be held in trust for the Successor Agent, and the Resigning Agent shall promptly return without setoff or counterclaim such payment to the Successor Agent for payment to the Person entitled thereto.

(b) In the event that, on or after the Effective Date, the Successor Agent receives any principal, interest or other amount owing to the Resigning Agent under any Loan Document, the Successor Agent agrees that such payment shall be held in trust for the Resigning Agent and the Successor Agent shall promptly return without setoff or counterclaim such payment to the Resigning Agent.

(c) Subject to Section 12(d) below, but notwithstanding any other provision herein or in any other Loan Document to the contrary, on and after the Effective Date, all payments of principal, interest, fees and other Obligations payable by the Borrowers or any other Loan Parties under the Loan Documents to the Administrative Agent shall be payable to the Successor Agent as and when such amounts become due and payable pursuant to the Loan Documents.

12. Miscellaneous.

(a) Conditions to Effectiveness. This Agreement shall be effective as of the date (the "Effective Date") that the following conditions have been met: (i) the Resigning Agent and the Successor Agent shall have received this Agreement, executed and delivered by a duly authorized officer of the Resigning Agent, the Successor Agent, the Required Lenders and the Loan Parties, respectively, (ii) the Successor Agent shall have received that certain Fee Letter, dated as of the date hereof (the "Successor Agent Fee Letter"), executed and delivered by a duly authorized officer of each of the Borrowers, which the parties hereto hereby acknowledge and agree shall constitute the "Agency Fee Letter" for all purposes under the Credit Agreement from and after the date hereof (it being understood and agreed that the Agency Fee Letter previously delivered to Bank of America is hereby terminated in all respects, except with respect to the choice of law provisions contained therein), (iii) the Successor Agent shall have received from Borrowers payment in immediately available funds of any amounts payable pursuant to the terms of the Successor Agent Fee Letter, and any other amounts payable to it as Successor Agent, including, without limitation, the reasonable out-of-pocket costs and expenses (including without limitation reasonable fees and out-of-pocket expenses of outside counsel), incurred by the Successor Agent in order to effect the matters covered hereby, in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period), (iii) the Resigning Agent shall have delivered to the Successor Agent a true and correct copy of the documents listed on Schedule I, (iv) the Resigning Agent shall have delivered to the

Successor Agent the current version of the Register in the Resigning Agent's possession and (v) the Resigning Agent shall have received from the Borrowers payment in immediately available funds of all accrued and unpaid fees, costs, expenses and other amounts payable to it as the Resigning Agent pursuant to the Loan Documents (including without limitation reasonable fees and out-of-pocket expenses of outside counsel) incurred by the Resigning Agent in order to effect the matters covered hereby, in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period).

(b) Representations and Warranties of the Loan Parties. Each of the Loan Parties hereby represents and warrants that it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by any material applicable law.

(c) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(d) Continuing Effect; No Other Waivers or Amendments. Except to the extent expressly set forth herein, this Agreement shall not constitute an amendment to or waiver of any provision of the Credit Agreement or the other Loan Documents and shall not be construed as a consent to any action on the part of any Loan Party, or any other subsidiary of any Loan Party that would require an amendment, waiver or consent of the Administrative Agent or any Lender. The provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. After the Effective Date, as set forth in 9.06 of the Credit Agreement, the provisions of Article IX and Section 10.04 of the Credit Agreement shall inure to the benefit of the Resigning Agent (and, as and to the extent provided therein, its Affiliates, and partners, officers, directors, trustees, employees, shareholders, members, attorneys and other advisors, agents, representatives and controlling persons (collectively, the "Related Parties")) as to any actions taken or omitted to be taken while it was Administrative Agent under the Credit Agreement and the other Loan Documents, and it is understood and agreed that the Successor Agent (a) shall have no responsibility or liability whatsoever for any actions taken or failures to take action in respect of the Loan Documents (including without limitation any matters relating to payments, computations and accruals) for the period prior to the Effective Date and (b) shall receive all of the benefits, indemnifications and exculpations provided for in the Credit Agreement (including without limitation under the provisions of Article IX and Section 10.04 (including, without limitation and for the avoidance of doubt, the provisions of Section 10.04(c) with respect to the fees owed to the Successor Agent pursuant to the Successor Agent Fee Letter)) that are stated therein to apply to the Administrative Agent from and after the Effective Date; it being understood and agreed that none of the Resigning Agent nor any of its Related Parties shall have any liability (express or implied) by operation of preceding clauses (a) and (b). The Resigning Agent shall retain all claims and rights

to indemnification under the Credit Agreement and the other Loan Documents for acts, omissions, events or circumstances occurring or existing on or prior to the Effective Date in its capacity as Resigning Agent under the Credit Agreement and the other Loan Documents. The Borrowers shall promptly reimburse the Resigning Agent following written demand for all reasonable and documented out-of-pocket costs and expenses incurred by the Resigning Agent in connection with any actions taken pursuant to this Agreement, in each case to the extent such reimbursement is required pursuant to the Loan Documents (and, for the avoidance of doubt, assuming for such purpose that it were the Administrative Agent during the applicable period).

(e) Release. each Borrower and each other Loan Party (on its own behalf and on behalf of its respective Subsidiaries) forever waives, releases and discharges any and all claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), causes of action, demands, suits, costs, expenses and damages that it now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against the Agent and/or any Lender (in their respective capacities as such) and any of their respective subsidiaries and affiliates, and each of their respective successors, assigns, officers, directors, employees, agents, attorneys and other advisors or representatives (collectively, the “**Released Parties**”); provided that in each case such claim is based in whole or in part on facts, events or conditions, whether known or unknown, existing on or prior to the date hereof and which arise out of or are related to the Credit Agreement or the Credit Agreement as amended by this Agreement, the other Loan Documents, the Obligations or the Collateral (collectively, the “**Released Claims**”). The Borrowers and other Loan Parties further agree to refrain from commencing, instituting or prosecuting, or supporting any Person that commences, institutes, or prosecutes, any lawsuit, action or other proceeding against any and all Released Parties with respect to any and all Released Claims.

(f) Existing Letters of Credit. With respect to the resignation by the Resigning Agent as an L/C Issuer, it is understood and agreed that (i) as a resigning L/C Issuer, Bank of America shall remain a party to the Credit Agreement and shall continue to have all the rights and obligations of an L/C Issuer under the Credit Agreement and the other Loan Documents with respect to Letters of Credit issued by it prior to its resignation (the “Existing Letters of Credit”), including, without limitation, the right set forth in the Credit Agreement to prevent the extension of any Auto-Extension Letter of Credit issued by it in accordance with the terms thereof, but shall not be required to issue additional Letters of Credit and (ii) upon the acceptance of any appointment of a successor L/C Issuer under the Credit Agreement (as designated by the Administrative Agent and Parent), Bank of America as the retiring L/C Issuer shall be discharged from all of its duties and obligations in such capacity under the Credit Agreement and the other Loan Documents and such successor L/C Issuer shall issue letters of credit in substitution for the Existing Letters of Credit outstanding at the time of such succession or make other arrangements reasonably satisfactory to Bank of America as a retiring L/C Issuer to effectively assume the obligations of Bank of America as issuer of such Existing Letters of Credit.

(g) Loan Documents. The parties hereto hereby agree that each of this Agreement and the Successor Agent Fee Letter shall constitute a Loan Document, and the Loan Parties' obligations under either of the foregoing shall constitute Obligations.

(h) Notice.

(i) The following address to be used for purposes of communications to the Successor Agent pursuant to the Credit Agreement or the other Loan Documents:

Cortland Capital Market Services LLC
225 W. Washington St., 21st Floor
Chicago, Illinois 60606
Attention: Ryan Morick and Legal Department
Telephone: 312-564-5072
Telecopier: 312-376-0751
Electronic Mail: ryan.morick@cortlandglobal.com and legal@cortlandglobal.com

As of the Effective Date, the Successor Agent has provided its account details to the Borrowers.

(ii) The following address is to be used for any communications from the Successor Agent to the Resigning Agent in connection with this Agreement, the Credit Agreement or the other Loan Documents:

BANK OF AMERICA, N.A.
Agency Management Services
Bank of America Plaza
901 Main Street
Mail Code: TX1-492-14-19
Dallas, TX 75202-3714
Attn: Maurice Washington, VP, Agency Management Officer III
Telephone: 214-209-5606
Electronic Mail: maurice.washington@baml.com

(i) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or via electronic mail), and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(j) GOVERNING LAW. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS

PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.


(k) Submission to Jurisdiction; Waiver of Jury Trial; Waivers. The provisions of Sections 10.14, 10.15 and 10.16 of the Credit Agreement shall apply to this Agreement to the same extent as if fully set forth herein.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

THE RESIGNING AGENT

BANK OF AMERICA, N.A., as the Resigning Agent

By: 
Name: Rosanne Parsill
Title: Vice President

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

THE SUCCESSOR AGENT

CORTLAND CAPITAL MARKET SERVICES
LLC, as the Successor Agent

By: 

Name:

Title:

Polina Arsentyeva
Associate Counsel

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

THE LOAN PARTIES

C&J ENERGY PRODUCTION SERVICES-CANADA
LTD. (formerly Nabors Production Services Ltd.)
C&J ENERGY SERVICES LTD.
C&J ENERGY SERVICES, INC.
C&J SPEC-RENT SERVICES, INC.
C&J WELL SERVICES, INC. (formerly Nabors
Completion & Production Services Co.)
CJ HOLDING CO.

By: 

Name: Danielle Hunter

Title: EVP, GC

BLUE RIBBON TECHNOLOGY, INC.
C&J VLC, LLC
KVS TRANSPORTATION, INC.
MOBILE DATA TECHNOLOGIES LTD.
TOTAL E&S, INC.

By: 

Name: Danielle Hunter

Title: EVP, GC

ESP COMPLETION TECHNOLOGIES LLC
TELLUS OILFIELD INC.
TIGER Cased Hole Services, INC.

By: 

Name: Danielle Hunter

Title: EVP, GC

C&J CORPORATE SERVICES (BERMUDA) LTD.

By: 

Name: Danielle Hunter

Title: Director

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

CJ LUX HOLDINGS S.À R.L.
PENNY GLOBAL HOLDINGS S.À R.L.
PENNY GLOBAL LEASING S.À R.L.
PENNY LUXEMBOURG FINANCING S.À R.L.
PENNY TECHNOLOGIES S.À R.L.

By: 

Name: Danielle Hunter

Title: TYPE A manager

COPPER IRELAND FINANCING I LTD.
COPPER IRELAND FINANCING II LTD.

By: 

Name: Danielle Hunter

Title: Director

C&J INTERNATIONAL B.V.

By: 

Name: Danielle Hunter

Title: managing director A

C&J INTERNATIONAL MIDDLE EAST FZCO

By: _____

Name:

Title:

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

CJ LUX HOLDINGS S.À R.L.
PENNY GLOBAL HOLDINGS S.À R.L.
PENNY GLOBAL LEASING S.À R.L.
PENNY LUXEMBOURG FINANCING S.À R.L.
PENNY TECHNOLOGIES S.À R.L.

By: _____
Name:
Title:

COPPER IRELAND FINANCING I LTD.
COPPER IRELAND FINANCING II LTD.

By: _____
Name:
Title:

C&J INTERNATIONAL B.V.

By: _____
Name:
Title:

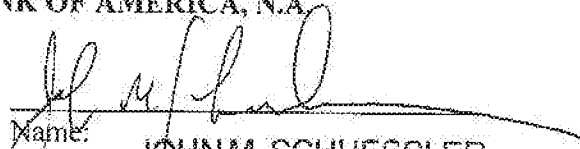
C&J INTERNATIONAL MIDDLE EAST FZCO

By: _____
Name: Angus Fraser
Title: General Manager

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

THE REQUIRED LENDERS

BANK OF AMERICA, N.A.

By: 
Name: _____
Title: JOHN M. SCHUESSLER
SENIOR VICE PRESIDENT

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

Great American Insurance Company, as Lender



By: _____

Name: David P. Meyer

Title: Senior Vice President

[For Lenders requiring a second signature block]

By:

Name:

Title:

[Signature Page to Agent Successor Agreement]

Great American Life Insurance Company, as
Lender



By: _____

Name: David P. Meyer

Title: Senior Vice President

[For Lenders requiring a second signature block]

By:

Name:

Title:

[Signature Page to Agent Successor Agreement]

National Interstate Insurance Company, as Lender



By: _____

Name: David Meyer

Title: Senior Vice President

[For Lenders requiring a second signature block]

By:

Name:

Title:

[Signature Page to Agent Successor Agreement]

Ultra Master Ltd

By: Solus Alternative Asset Management LP
Its Investment Advisor, as Lender

By:  _____

Name: Josh Sock

Title: Managing Director

[Signature Page to Agent Successor Agreement]

Solus Opportunities Fund 5 LP

By: Solus Alternative Asset Management LP
Its Investment Advisor, as Lender

By: 

Name: Josh Sock

Title: Managing Director

[Signature Page to Agent Successor Agreement]

SOLA LTD

By: Solus Alternative Asset Management LP
Its Investment Advisor, as Lender

By: _____

Name: Josh Sock

Title: Managing Director

[Signature Page to Agent Successor Agreement]

ARWA OPPORTUNISTIC FUND, as Lender

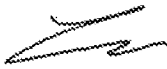
By: [Signature]
Name: Jeff Danley
Title: CEO

[For Lenders requiring a second signature block]

By: _____
Name: _____
Title: _____

[Signature Page to Agent Successor Agreement]

ASCRIBE III INVESTMENTS LLC, as
Lender

By: 

Name: *Lawrence First*

Title: *Chief Investment Officer*

[Signature Page to Agency Assignment Agreement]

Barclays Bank PLC, as Lender

By: 

Name:

Title:

Jenna Yoo
Authorized Signatory

[For Lenders requiring a second signature block]

By: _____

Name:

Title:

[Signature Page to Agent Successor Agreement]

BLUE MOUNTAIN CREDIT
ALTERNATIVES MASTER FUND L.P.
By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By: 
Name: KYLE BRADY
Title: Assistant General Counsel

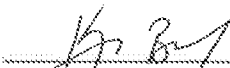
BLUE MOUNTAIN FOINAVEN
MASTER FUND L.P.
By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By:


Name: KYLE BRADY
Title: Assistant General Counsel

BLUE MOUNTAIN GUADALUPE PEAK
FUND L.P.

By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By: 
Name: KYLE/BRADY
Title: Assistant General Counsel

BLUE MOUNTAIN KICKING HORSE
FUND L.P.

By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By: _____


Name: KYLE BRADY

Title: Assistant General Counsel

BLUE MOUNTAIN TIMBERLINE LTD.
By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By: 
Name: KYLE BRADY
Title: Assistant General Counsel

BLUE MOUNTAIN LOGAN
OPPORTUNITIES MASTER FUND L.P.
By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By: 
Name: KYLE BRADY
Title: Assistant General Counsel

BLUE MOUNTAIN MONTENVERS
MASTER FUND SCA SICAV-SIF
By: BLUE MOUNTAIN CAPITAL
MANAGEMENT, LLC, its investment
advisor, as Lender

By: 
Name: KYLE BRADY
Title: Assistant General Counsel

Bower 1 LLC, as Lender

By: Citibank, N.A.,

By: 

Name: Mitesh Bhakta

Title: Associate Director

[For Lenders requiring a second signature block]

By:


Name:

Title:

[Signature Page to Agent Successor Agreement]

CITIBANK, N.A., as Lender

DocuSigned by:



4D05618B5CD9437...

By: _____

Name:

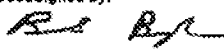
Title:

Brian S. Broyles - Attorney-In-Fact

[Signature Page to Agent Successor Agreement]

PATENT
REEL: 039421 FRAME: 0662

CITIGROUP FINANCIAL PRODUCTS INC., as
Lender

DocuSigned by:

4D05618B5CD9437...

By: _____

Name:

Title: Brian S. Broyles - Authorized Signatory

[Signature Page to Agent Successor Agreement]

BLT 13 LLC, as Lender

By: 

Name: Robert Healey

Title: Authorized Signatory


[Signature Page to Agency Assignment Agreement]

PATENT
REEL: 039421 FRAME: 0664

GSO CAPITAL SOLUTIONS FUND II
(LUXEMBOURG) S.A.R.L., as Lender

William Foot
Manager A

By:


Name: William Foot
Title: Manager A

By:

Name: Jean-Claude Koch
Title: Manager B

[Signature Page to Agency Assignment Agreement]

GSO CAPITAL SOLUTIONS FUND II
(LUXEMBOURG) S.A.R.L., as Lender

By: _____
Name: William Fost
Title: Manager A

By: _____
Name: Jean-Claude Koch
Title: Manager B

[Signature Page to Agency Assignment Agreement]

LAVA FUNDING ULC, as Lender

By: _____

Name: Mokasharul Islam

Title: Authorized Signatory

[Signature Page to Agency Assignment Agreement]

PATENT
REEL: 039421 FRAME: 0667

SCHEDULE I

LOAN DOCUMENTS¹

| | |
|-------------------------|--|
| <u>Credit Documents</u> | Credit Agreement – dated as of March 24, 2015 |
| | First Amendment to Credit Agreement – dated as of March 24, 2015 |
| | <i>Exhibit A: Credit Agreement</i> |
| | Exhibits to the Credit Agreement <i>Exhibit A-1 Form of Term Loan Notice</i> <i>Exhibit A-2 Form of Revolving Loan Notice</i> <i>Exhibit B Form of Swing Line Loan Notice</i> <i>Exhibit C-1 Form of Term Note (Tranche B-1)</i> <i>Exhibit C-2 Form of Term Note (Tranche B-2)</i> <i>Exhibit C-3 Form of Revolving Note</i> <i>Exhibit D Form of Compliance Certificate</i> <i>Exhibit E-1 Form of Assignment and Assumption</i> <i>Exhibit E-2 Form of Administrative Questionnaire</i> <i>Exhibit F-1 Form of U.S. Tax Compliance Certificate</i> <i>Exhibit F-2 Form of U.S. Tax Compliance Certificate</i> <i>Exhibit F-3 Form of U.S. Tax Compliance Certificate</i> <i>Exhibit F-4 Form of U.S. Tax Compliance Certificate</i> <i>Exhibit G Form of Solvency Certificate</i> <i>Exhibit K Auction Procedures</i> <i>Exhibit L Form of Secured Party Designation Notice</i> <i>Exhibit M Form of Notice of Loan Prepayment</i> <i>Exhibit N Form of Letter of Credit Report</i> <i>Exhibit O Form of Notice of Additional L/C Issuer</i> <i>Exhibit P Foreign Security Principles</i> |
| | Schedules to the Credit Agreement <i>1.01(a) Commitments and Applicable Percentages</i> <i>1.01(b) Existing Letters of Credit</i> <i>1.01(c) Mortgaged Properties</i> <i>1.01(d) Mortgaged Property Support Documents</i> <i>1.01(e) Excluded Subsidiaries</i> <i>5.06 Litigation</i> <i>5.13 Subsidiaries and Other Equity Investments; Loan Parties</i> <i>6.12 Guarantors</i> <i>6.20 Post-Closing Obligations</i> |

¹ Nothing herein should be construed to imply that any of the documents listed below are “Loan Documents” for purposes of the Credit Agreement.

| | |
|---------------------------|--|
| | <p>7.01 Existing Liens</p> <p>7.02 Existing Indebtedness</p> <p>7.03 Investments</p> <p>7.09 Burdensome Agreements</p> <p>10.02 Administrative Agent's Office, Certain Addresses for Notices</p> |
| | Waiver and Second Amendment to Credit Agreement – dated as of September 29, 2015 |
| | <i>Exhibit A: Form of Compliance Certificate</i> |
| | Revolving Credit Commitment Reduction Notice – dated as of September 21, 2015 |
| | Third Amendment (Refinancing Amendment) to Credit Agreement – dated as of September 29, 2015 |
| | <i>Exhibit A: Second Amended and Restated Credit Agreement</i> |
| <u>Security Documents</u> | U.S. Security Agreement – dated as of March 24, 2015 |
| | <p>Schedules to the U.S. Security Agreement</p> <p><i>Schedule 3.3 – Organization Information</i></p> <p><i>Schedule 3.4 – Certain Collateral</i></p> <p><i>Schedule 3.5(a) – Pledged Equity</i></p> <p><i>Schedule 3.5(c) – Instruments</i></p> <p><i>Schedule 3.7 – Intellectual Property</i></p> <p><i>Schedule 3.8 – Bank Accounts</i></p> |
| | <p>Annexes to the Security Agreement</p> <p><i>Annex I – Security Agreement Supplement</i></p> <p><i>Annex II – Patent Security Agreement Supplement</i></p> <p><i>Annex III – Trademark Security Agreement Supplement</i></p> <p><i>Annex IV – Copyright Security Agreement Supplement</i></p> |
| | Guaranty – dated as of March 24, 2015 |
| | Supplement No. 1 to U.S. Security Agreement and Guaranty – dated as of May 8, 2015 |
| | Supplement No. 2 to U.S. Security Agreement and Guaranty – dated as of June 22, 2015 |
| | Supplement No. 3 to U.S. Security Agreement and Guaranty – dated as of June 24, 2015 |
| | Supplement No. 4 to U.S. Security Agreement and Guaranty – dated as of December 11, 2015 |
| | Supplement No. 5 to U.S. Security Agreement and Guaranty – dated as of December 11, 2015 |

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| | Supplement No. 6 to U.S. Security Agreement and Guaranty – dated as of December 18, 2015 |
| | Supplement No. 7 to U.S. Security Agreement and Guaranty – dated as of December 23, 2015 |
| | Supplement No. 8 to U.S. Security Agreement and Guaranty – dated as of December 23, 2015 |
| | Supplement No. 9 to U.S. Security Agreement and Guaranty – dated as of December 23, 2015 |
| | Supplement No. 10 to U.S. Security Agreement and Guaranty – dated as of December 23, 2015 |
| | Supplement No. 11 to U.S. Security Agreement and Guaranty – dated as of December 31, 2015 |
| | Supplement No. 12 to U.S. Security Agreement and Guaranty – dated as of December 31, 2015 |
| | Supplement No. 13 to Guaranty – dated as of December 31, 2015 |
| | Pledge Supplement to U.S. Security Agreement - C&J Well Services, Inc. – dated as of December 18, 2015 |
| | Pledge Supplement to U.S. Security Agreement - C&J Spec-Rent Services, Inc. – dated as of December 22, 2015 |
| | Pledge Supplement to U.S. Security Agreement - C&J Energy Services, Inc. – dated as of December 31, 2015 |
| | Pledge Supplement to U.S. Security Agreement - C&J Energy Services, Inc. – dated as of December 31, 2015 |
| | Pledge Supplement to U.S. Security Agreement - CJ Holding Co. – dated as of December 22, 2015 |
| | Pledge Supplement to U.S. Security Agreement - C&J Spec-Rent Services, Inc. – dated as of December 31, 2015 |
| | Pledge Supplement to U.S. Security Agreement – Penny Global Holdings SARL – dated as of December 31, 2015 |
| | Pledge Supplement to U.S. Security Agreement – Penny Global Holdings SARL and Copper Ireland Financing I Ltd. – dated as of December 31, 2015 |
| | Pledge Supplement to U.S. Security Agreement – Copper Ireland Financing I Ltd. – dated as of January 3, 2016 |
| | Trademark Security Agreement Supplement – dated as of March 24, 2015 |
| | Trademark Security Agreement Supplement – dated as of May 8, 2015 |
| | Trademark Security Agreement Supplement – dated as of May 8, 2015 |
| | Trademark Security Agreement Supplement – dated as of December 31, 2015 |
| | Trademark Security Agreement Supplement – dated as of December 31, 2015 |
| | Trademark Security Agreement Supplement – dated as of December 31, 2015 |
| | Trademark Security Agreement Supplement – dated as of December 31, 2015 |
| | Patent Security Agreement Supplement – dated as of March 24, 2015 |

| | |
|--|---|
| | Patent Security Agreement Supplement – dated as of May 8, 2015 |
| | Patent Security Agreement Supplement – dated as of May 8, 2015 |
| | Patent Security Agreement Supplement – dated as of May 8, 2015 |
| | Patent Security Agreement Supplement – dated as of July 9, 2015 |
| | Patent Security Agreement Supplement – dated as of December 31, 2015 |
| | Patent Security Agreement Supplement – dated as of December 31, 2015 |
| | Patent Security Agreement Supplement – dated as of December 31, 2015 |
| | Patent Security Agreement Supplement – Penny Technologies SARL and C&J Spec-Rent Services, Inc. - dated as of June 20, 2016 |
| | Canadian Security Agreement – C&J Energy Production Services-Canada Ltd. (formerly known as Nabors Production Services Ltd.) – dated as of March 24, 2015 |
| | First Supplement to Canadian Security Agreement – dated as of April 23, 2015 |
| | Second Supplement to Canadian Security Agreement – dated as of December 31, 2015 |
| | Canadian Security Agreement - Mobile Data Technologies Ltd. – dated as of December 31, 2015 |
| | Canadian Pledge Agreement – CJ Lux Holdings SARL – dated as of March 24, 2015 |
| | Supplement to Canadian Pledge Agreement – CJ Lux Holdings SARL – dated as of April 23, 2015 |
| | Termination of Canadian Pledge Agreement – CJ Lux Holdings SARL – dated as of December 31, 2015 |
| | Canadian Pledge Agreement – C&J Spec-Rent Services – dated as of May 8, 2015 |
| | Termination of Canadian Pledge Agreement – C&J Spec-Rent Services – dated as of December 31, 2015 |
| | Canadian Pledge Agreement – Copper Ireland Financing I Limited – dated as of December 31, 2015 |
| | Termination of Canadian Pledge Agreement – Copper Ireland Financing I Limited – dated as of December 31, 2015 |
| | Canadian Pledge Agreement – Penny Global Holdings SARL – dated as of December 31, 2015 |
| | Canadian Trademark Security Agreement – dated as of December 31, 2015 |
| | Canadian Patent Security Agreement – dated as of March 24, 2015 |

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| | Bermuda Security Agreement – dated as of July 7, 2015 |
| | Bermuda Share Charge of C&J Corporate Services (Bermuda) Ltd. – dated as of July 7, 2015 |
| | Notice of Assignment of Bank Accounts held in the Bank of N.T. Butterfield & Son Limited – dated as of June 17, 2016 |
| | Account Pledge Agreement Penny Technologies SARL – dated as of December 23, 2015 |
| | Account Pledge Agreement Penny Global Leasing SARL – dated as of December 23, 2015 |
| | Account Pledge Agreement Penny Global Holdings SARL – dated as of December 23, 2015 |
| | Account Pledge Agreement Penny Luxembourg Financing SARL – dated as of December 23, 2015 |
| | Debenture - Copper Ireland Financing I and Copper Ireland Financing II Assets – dated as of December 11, 2015 |
| | Supplemental Deed to Debenture – Copper Ireland Financing I dated as of December 31, 2015 |
| | Supplemental Deed to Debenture – Copper Ireland Financing I dated as of December 31, 2015 |
| | Supplemental Deed to Debenture – Copper Ireland Financing II dated as of December 31, 2015 |
| | Deed of Charge Over Shares - from CJ Lux Holdings SARL for 1 Share of Copper Ireland Financing I dated as of December 11, 2015 |
| | Deed of Charge Over Shares - from CJ Lux Holdings SARL for 1 Share of Copper Ireland Financing II dated as of December 11, 2015 |
| | Deed of Release of Charge Over Shares from CJ Lux Holdings SARL for Shares of Copper Ireland Financing II dated as of December 31, 2015 |
| | Deed of Charge Over Shares - from Penny Technologies SARL for 2 Shares of Copper Ireland Financing II dated as of December 31, 2015 |
| | Deed of Charge Over Shares from Penny Luxembourg Financing for 56 Shares of Copper Ireland Financing I dated as of January 3, 2016 |
| | Luxembourg Law Share Pledge Agreement [First Ranking] 03 24 2015 - CJ Lux Holdings SARL – dated as of March 24, 2015 |

| | |
|--|--|
| | Luxembourg Law Share Pledge Agreement [First Ranking] 12 23 2015 - Penny Technologies SARL – dated as of December 23, 2015 |
| | Luxembourg Law Share Pledge Agreement [First Ranking] 12 23 2015 - Penny Global Leasing SARL – dated as of December 23, 2015 |
| | Luxembourg Law Share Pledge Agreement [First Ranking] 12 23 2015 - Penny Global Holdings SARL – dated as of December 23, 2015 |
| | Luxembourg Law Share Pledge Agreement [First Ranking] 12 23 2015 - Penny Luxembourg Financing SARL – dated as of December 23, 2015 |
| | Luxembourg Law Account Pledge Agreement 12 23 2015 - Penny Technologies SARL – dated as of December 23, 2015 |
| | Notice to Bank of Account Pledge Agreement - Penny Technologies SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - Penny Technologies SARL – dated as of December 28, 2015 |
| | Luxembourg Law Account Pledge Agreement 12 23 2015 - Penny Global Leasing SARL – dated as of December 23, 2015 |
| | Notice to Bank of Account Pledge Agreement - Penny Global Leasing SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - Penny Global Leasing SARL – dated as of December 28, 2015 |
| | Luxembourg Law Account Pledge Agreement 12 23 2015 - Penny Global Holdings SARL – dated as of December 23, 2015 |
| | Notice to Bank of Account Pledge Agreement - Penny Global Holdings SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - Penny Global Holdings SARL – dated as of December 28, 2015 |
| | Luxembourg Law Account Pledge Agreement 12 23 2015 - Penny Luxembourg Financing SARL – dated as of December 23, 2015 |
| | Notice to Bank of Account Pledge Agreement - Penny Luxembourg Financing SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - Penny Luxembourg Financing SARL – dated as of December 28, 2015 |
| | Luxembourg Law Claim Pledge Agreement 12 31 2015 Term Notes \$300,000,000 dated as of December 31, 2015 |

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| | Notice of Release 01 03 2016 Term Notes - Penny Global Holdings – dated as of January 3, 2016 |
| | Luxembourg Law Claim Pledge Agreement 12 31 2015 - Intercompany Note \$36,480,000 - CJ Lux Holdings – dated as of December 31, 2015 |
| | Notice of Release 12 31 2015 - Intercompany Note \$36,480,000 - CJ Lux Holdings – dated December 31, 2015 |
| | Deed of Disclosed Pledge over Shares – C&J International B.V. – dated as of May 15, 2015 |
| | Second ranking Share Pledge – C&J International B.V. – dated as of October 28, 2015 |
| <u>Opinions</u> | Legal Opinion of Lathrop & Gage LLP – dated as of July 22, 2015 |
| | Opinion of Taft Stettinius & Hollister LLP [Indiana] – dated as of May 8, 2015 |
| | Opinion of Stibbe New York V.C. P.C. [Netherlands] – dated as of December 31, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Technologies SARL] – dated as of December 31, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Luxembourg Financing SARL] – dated as of December 31, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Global Holdings SARL] – dated as of December 31, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [CJ Lux Holdings SARL] – dated as of December 31, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Technologies SARL] – dated as of December 23, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Luxembourg Financing SARL] – dated as of December 23, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Global Holdings SARL] – dated as of December 23, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [CJ Lux Holdings SARL] – dated as of December 23, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – [Amendments – Second and Third] – dated as of September 29, 2015 |
| | Opinion of Stibbe Avocats [Luxembourg] – dated as of March 24, 2015 |

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| | Opinion of Stibbe Avocats [Luxembourg] – [Penny Global Holdings SARL] – dated as of January 3, 2016 |
| | Opinion of Stibbe Avocats [Luxembourg] – [CJ Lux Holdings SARL] – dated as of January 3, 2016 |
| | Opinion of McDermott Will & Emery [California] – dated as of May 8, 2015 |
| | Opinion of McDermott Will & Emery [California] – dated as of March 24, 2015 |
| | Opinion of Linklaters LLP [Netherlands] – dated as of October 29, 2015 |
| | Opinion of Linklaters LLP [Netherlands] – dated as of May 15, 2015 |
| | Opinion of Linklaters LLP [Luxembourg] – dated as of December 31, 2015 |
| | Opinion of Linklaters LLP [Luxembourg] – [Amendments – Second and Third] – dated as of September 29, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – dated as of December 31, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – dated as of December 23, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – dated as of December 11, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – [Amendment – Third] – dated as of September 29, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – [Amendment – Second] – dated as of September 29, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – dated as of May 8, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – [Amendment] – dated as of March 24, 2015 |
| | Opinion of Fried Frank Harris Shriver & Jacobson LLP – dated as of March 24, 2015 |
| | Opinion of Bennett Jones LLP [Canada] – dated as of March 24, 2015 |
| | Opinion of Bennett Jones LLP [Canada] – [Amendment] – dated as of March 24, 2015 |
| | Opinion of Bennett Jones LLP [Canada] – dated as of May 8, 2015 |
| | Opinion of Bennett Jones LLP [Canada] – [Amendment - Second] – dated as of |

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| | September 29, 2015 |
| | Opinion of Bennett Jones LLP [Canada] – [Amendment - Third] – dated as of September 29, 2015 |
| | Opinion of Bennett Jones LLP [Canada] – dated as of December 31, 2015 |
| | Opinion of Arthur Cox [Ireland] – dated as of December 31, 2015 |
| | Opinion of Arthur Cox [Ireland] – dated as of December 11, 2015 |
| | Opinion of Arthur Cox [Ireland] – dated as of January 3, 2016 |
| | Opinion of Appleby (Bermuda) Limited [Bermuda] – dated as of March 24, 2015 |
| | Opinion of Appleby (Bermuda) Limited [Bermuda] – [Amendment] – dated as of March 24, 2015 |
| | Opinion of Appleby (Bermuda) Limited [Bermuda] – dated as of July 7, 2015 |
| | Opinion of Appleby (Bermuda) Limited [Bermuda] – [Amendment - Second and Third] – dated as of March 24, 2015 |
| <u>Accounts</u> | Securities Accounts as set forth in the Updated Schedules to the U.S. Security Agreement – dated as of May 24, 2016 |
| <u>Release Documents</u> | Trademark Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Trademark Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Partial Patent Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Patent Security Agreement Release – dated as of December 31, 2015 |
| | Trademark Security Agreement Release – dated as of December 31, 2015 |
| | Trademark Security Agreement Release – dated as of December 31, 2015 |
| | Trademark Security Agreement Release – dated as of December 31, 2015 |

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| | Deed of Partial Release of Charge Over Shares - from CJ Lux Holdings SARL for 56 Shares of Copper Ireland Financing I – dated as of January 3, 2016 |
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SCHEDULE II

WAIVER AND FORBEARANCE AGREEMENTS

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| | Temporary Limited Waiver Agreement – dated as of May 10, 2016 |
| | Updated Schedules to the Credit Agreement – dated as of May 24, 2016 |
| | Updated Schedules to the U.S. Security Agreement – dated as of May 24, 2016 |
| | Updated Schedules to the Canadian Security Agreement - C&J Energy Production Services-Canada Ltd. – dated as of June 17, 2016 |
| | Updated Schedules to the Canadian Security Agreement- Mobile Data Technologies Ltd – dated as of June 17, 2016 |
| | Revolving Credit Commitment Reduction Notice – dated as of May 3, 2016 |
| | Forbearance Agreement – dated as of May 31, 2016 |

SCHEDULE III

COLLATERAL

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| <u>Accounts</u> | Deposit Account Control Agreement (DACA) Blue Ribbon Technology – Amegy Bank – dated as of November 4, 2015 |
| | DACA Total E&S - Compass Bank – dated as of October 26, 2015 |
| | DACA ESP Completion Technologies – Amegy Bank – dated as of November 4, 2015 |
| | DACA C&J Well Services – Citibank – dated as of July 31, 2015 |
| | DACA C&J Spec-Rent Services – Comerica Bank – dated as of July 29, 2015 |
| | DACA C&J Spec-Rent Services (Directional Services) – Comerica Bank – dated as of July 29, 2015 |
| | DACA C&J Spec-Rent Services – Comerica Bank – dated as of July 29, 2015 |
| | DACA Tellus Oilfield – Comerica Bank – dated as of July 29, 2015 |
| | DACA C&J Energy Production Services – Canada – HSBC Canada dated as of June 1, 2016 |
| | DACA C&J Well Services – JPMorgan dated as of July 27, 2015 |
| | DACA Tiger Cased Hole Services Et al.– Wells Fargo –dated as of July 29, 2015 |
| | DACA KVS Transportation – Wells Fargo dated as of July 31, 2015 |
| | Notice to Bank of Account Pledge Agreement - Penny Technologies SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - Penny Technologies SARL – dated as of December 28, 2015 |
| | Notice to Bank of Account Pledge Agreement – ING Luxembourg S.A. - Penny Global Leasing SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account – ING Luxembourg S.A. - Penny Global Leasing SARL – dated as of December 28, 2015 |
| | Notice to Bank of Account Pledge Agreement - – ING Luxembourg S.A. - Penny Global Holdings SARL – dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - – ING Luxembourg S.A. - Penny Global Holdings SARL – dated as of December 28, 2015 |

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| | Notice to Bank of Account Pledge Agreement - -- ING Luxembourg S.A. - Penny Luxembourg Financing SARL -- dated as of December 23, 2015 |
| | Acknowledgement from Bank of Pledge over Bank Account - -- ING Luxembourg S.A. - Penny Luxembourg Financing SARL -- dated as of December 28, 2015 |
| | Notice of Assignment of Bank Accounts held in the Bank of N.T. Butterfield & Son Limited -- dated as of June 17, 2016 |
| | Pledge of account bank receivables -- HSBC Bank -- dated as of June 28, 2016 |
| | Notice to Bank of Account Pledge Agreement -- HSBC Bank -- dated as of June 28, 2016 |
| <u>Pledges</u> | Pledged Equity and related powers as set forth in the Updated Schedules to the U.S. Security Agreement -- dated as of May 24, 2016 |
| | Pledged Instruments as set forth in the Updated Schedules to the U.S. Security Agreement -- dated as of May 24, 2016 |
| | Intellectual Property as set forth in the Updated Schedules to the U.S. Security Agreement -- dated as of May 24, 2016 |
| | Pledged Equity as set forth in the Updated Schedules to the Canadian Security Agreement- C&J Energy Production Services-Canada Ltd. (f/k/a Nabors Production Services Ltd.) -- dated as of June 17, 2016 |
| | Pledged Equity as set forth in the Updated Schedules to the Canadian Security Agreement- Mobile Data Technologies Ltd. -- dated as of June 17, 2016 |
| | Intellectual Property as set forth in the Updated Schedules to the Canadian Security Agreement- C&J Energy Production Services-Canada Ltd. (f/k/a Nabors Production Services Ltd.) -- dated as of June 17, 2016 |
| | Intellectual Property as set forth in the Updated Schedules to the Canadian Security Agreement- Mobile Data Technologies Ltd -- dated as of June 17, 2016 |
| <u>Financing Statements</u> | Filed PPRS Financing Statements |
| | Filed UCC-1 Financing Statements |
| <u>Insurance</u> | Insurance Certificates -- Liability and Commercial Property dated as of April 1, 2015 |
| | Flood Hazard Determination -- dated as of March 20, 2015 |
| | Loan Policy for Title Insurance -- No. 237255 dated as of July 24, 2015 |
| | Insurance Certificates -- Liability and Property --dated as of April 1, 2016 |

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| <u>Mortgages</u> | Mortgage – Williams County, ND – Recorded 7/24/2015 dated as of July 24, 2015 |
| | Mortgage – First Amendment – Williams County, ND – Recorded 7/24/2015 dated February 16, 2016 |
| | Quitclaim Deed – Williams County, ND – Recorded 3/16/2016 dated as of March 16, 2016 |
| | Title Insurance Policy #237255 in the amount of \$16,613,220.00 dated July 24, 2015 and recorded on July 27, 2015 at Reception No. 810407 in Williams County, North Dakota. |
| <u>Titles</u> | Certificates of Title ² -- |
| <u>Notes</u> | Promissory Note and Allonge from CJ Lux Holdings to C&J Energy Services, Inc. – dated as of December 31, 2015 |
| | Promissory Note and Allonge from Penny Technologies to C&J Energy Services, Inc.– dated as of December 31, 2015 |
| | Promissory Note and Allonge from CJ Lux Holdings S.à r.l. to C&J Spec-Rent Services, Inc. – dated as of December 31, 2015 |
| | Nine Year Term Note A and Allonge from CJ Holding Co. to Penny Luxembourg Financing SARL – dated as of January 3, 2016 |
| | Nine Year Term Note B and Allonge from CJ Holding Co. to Penny Luxembourg Financing SARL – dated as of January 3, 2016 |
| <u>Loans</u> | Interest Free Loan Facility Agreement - Copper Ireland Financing I and Penny Global Holdings SARL – dated as of December 31, 2015 |
| | Interest Free Loan Facility Agreement - Copper Ireland Financing II and Penny Technologies SARL – dated as of December 31, 2015 |
| | Interest Free Loan Facility Agreement - Copper Ireland Financing I and Penny Luxembourg Financing SARL – dated as of January 3, 2016 |

² Certificates of title to be provided under separate cover.

ANNEX A
AMENDMENTS TO THE CREDIT AGREEMENT

1. Incorporation of New Definitions into Section 1.01. Section 1.01 of the Credit Agreement is hereby amended to incorporate the following new definitions in correct alphabetical order:

- a. “Cortland” means Cortland Capital Market Services LLC, and its successors and assigns.”
- b. “Effective Date” means June 30, 2016.”
- c. “Successor Agent Agreement” means that certain Successor Agent Agreement dated as of the Effective Date by and among Bank of America, N.A, as the resigning administrative agent, Cortland Capital Market Services LLC, as the successor administrative agent, the Borrowers party thereto, each other Loan Party part thereto and those Lenders under the Credit Agreement which are parties thereto, which collectively constitute the Required Lenders.” “
- d. “Successor Agent Fee Letter” means that certain Fee Letter dated as of June 30, 2016.”

2. Amendments of Definitions from Section 1.01. Section 1.01 of the Credit Agreement is hereby amended as follows:

- a. So much of the definition of “Administrative Agent” is hereby deleted:

“Bank of America (or any of its designated branch offices or Affiliates)”

and is replaced with the following:

“Cortland”
- b. Subsection (b) of the definition of “Base Rate” is hereby deleted and replaced in its entirety with the following:

“(b) the per annum rate publicly quoted from time to time by The Wall Street Journal as the “Prime Rate” in the United States (or, if The Wall Street Journal ceases quoting a prime rate of the type described, either (as determined by the Administrative Agent) (x) the per annum rate quoted as the base rate on such corporate loans in a different national publication as reasonably selected by Administrative Agent or (y) the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled “Selected Interest Rates” as the bank prime loan rate or its equivalent), and”
- c. So much of the definition of “Cash Management Bank” is hereby deleted:

“(other than the Administrative Agent or an Affiliate of the Administrative Agent)”

- d. Subsection (b) of the definition of “Federal Funds Rate” is hereby deleted and is replaced with the following:

“(b) if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent, as determined by the Administrative Agent, in its sole discretion.”

- e. So much of the definition of “Fee Letters” is hereby deleted:

“that certain Agency Fee Letter, dated as of the Closing Date, among Bank of America, N.A. and certain Loan Parties.”

and is replaced with the following:

“that certain Successor Agent Fee Letter as hereinafter defined.”

- f. So much of the definition of “Hedge Bank” is hereby deleted:

“(other than the Administrative Agent or an Affiliate of the Administrative Agent)”

3. Amendment to Section 2.02(d). So much of Section 2.02(d) of the Credit Agreement is hereby deleted:

“Bank of America’s”

and is replaced with the following:

“the”

4. Amendment to Section 9.01(a). So much of Section 9.01(a) of the Credit Agreement is hereby deleted:

“Bank of America”

and is replaced with the following:

“Cortland”

5. Amendment to Section 9.02. So much of Section 9.02 of the Credit Agreement is hereby deleted:

“The Person serving as the Administrative Agent hereunder”

and is replaced with the following:

“If the Person serving as the Administrative Agent hereunder is also a lender hereunder, then such Person”

6. Amendment to Schedule 10.02. The Administrative Agent’s Office notice information in Schedule 10.02 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“ADMINISTRATIVE AGENT’S OFFICE:

Cortland Capital Market Services LLC
225 W. Washington Street, 21st Floor
Chicago, Illinois 60606
Attn: Chris Capezuti and Legal Department
Email: chris.capezuti@cortlandglobal.com and legal@cortlandglobal.com
Facsimile: 312-376-0751”

7. Amendment to Exhibit E-2. Exhibit E-2 of the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit E-2 attached hereto at Annex 1.

ANNEX 1
Exhibit E-2
Form of Administrative Questionnaire

See attached.

[Entity Name]

[Address]

Tax Payer ID:

Administrative Details

Payment Instructions

USD:

Bank Name:

ABA:

Account Name:

Account Number:

Attn:

Signature Block

[Entity Name:]

By: _____

Contacts

[Entity Name]

Address:

Attn:

Phone:

Fax:

E-mail: