

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

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In re: : Chapter 11  
: :  
HI-CRUSH INC., *et al.*,<sup>1</sup> : Case No. 20-33495 (DRJ)  
: :  
Debtors. : (Jointly Administered)  
: :  
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**STIPULATION AND AGREED ORDER REGARDING DEBTORS'  
PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE  
RIGHTS OFFERING, TO CLAIMS FILED BY CCA FINANCIAL LLC**  
**[Relates to Docket No. 347]**

This stipulation (this “**Stipulation and Agreed Order**”) is entered into this 16th day of September, 2020, by and among the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) and CCA Financial LLC (“**CCA**”).

**WHEREAS**, CCA filed two proofs of claim: (i) proof of claim number 146, filed on August 5, 2020, asserting a General Unsecured Claim against Debtor Pronghorn Logistics, LLC (“**Pronghorn**”) in the amount of \$2,868,547 and (ii) proof of claim number 352, filed on August 12, 2020, asserting a General Unsecured Claim against Debtor Hi-Crush Inc. in the amount of \$2,868,547 (together, the “**Proofs of Claim**” and the claims asserted thereunder, the “**Claims**”);

**WHEREAS**, on September 4, 2020, the Debtors filed the *Debtors’ Preliminary Objection, Solely for Purposes of the Rights Offering, to Claims filed by CCA Financial LLC* [Docket No.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Hi-Crush Inc. (0530), OnCore Processing LLC (9403), Hi-Crush Augusta LLC (0668), Hi-Crush Whitehall LLC (5562), PDQ Properties LLC (9169), Hi-Crush Wyeville Operating LLC (5797), D & I Silica, LLC (9957), Hi-Crush Blair LLC (7094), Hi-Crush LMS LLC, Hi-Crush Investments Inc. (6547), Hi-Crush Permian Sand LLC, Hi-Crush Proppants LLC (0770), Hi-Crush PODS LLC, Hi-Crush Canada Inc. (9195), Hi-Crush Holdings LLC, Hi-Crush Services LLC (6206), BulkTracer Holdings LLC (4085), Pronghorn Logistics Holdings, LLC (5223), FB Industries USA Inc. (8208), PropDispatch LLC, Pronghorn Logistics, LLC (4547), and FB Logistics, LLC (8641). The Debtors’ address is 1330 Post Oak Blvd, Suite 600, Houston, Texas 77056.



347] (the “**Preliminary Objection**”) requesting that the Court disallow CCA’s Claims asserted in the Proofs of Claim solely for purposes of the Rights Offering;<sup>2</sup>

**WHEREAS**, the Debtors and CCA agree that the Preliminary Objection should be resolved as set forth in this Stipulation and Agreed Order;

**NOW THEREFORE**, the Debtors and CCA, through their undersigned counsel, hereby stipulate and agree as follows:

1. CCA’s Claims are temporarily allowed, solely for the purpose of participating in the Rights Offering, in the aggregate amount of \$1,658,046.55 against Pronghorn. The remainder of CCA’s Claims against Pronghorn in the amount of \$1,210,500.00 and CCA’s Claims against Hi-Crush Inc. in the amount of \$2,868,547 are disallowed solely for the purposes of the Rights Offering only.

2. Notwithstanding the relief granted in this Stipulation and Agreed Order or any actions taken pursuant to such relief, nothing in this Stipulation and Agreed Order shall be deemed: (i) an admission as to the validity of any prepetition claim against a Debtor; (ii) a waiver of any party’s right to dispute any prepetition claim on any grounds; (iii) a promise or requirement to pay any prepetition claim; (iv) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (v) a waiver of any of the Debtors’ rights under the Bankruptcy Code or any other applicable law; or (vi) a waiver of any party’s rights with respect to allowance of the Claims for purposes of the Plan and any distributions to be made thereunder.

3. The relief granted in this Stipulation and Agreed Order is without prejudice to the Debtors’, CCA’s, or any other party’s rights to seek additional relief. Nothing in this Stipulation

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Preliminary Objection.

and Agreed Order shall be construed as a waiver of the Debtors', CCA's, or any other party's rights under applicable law.

4. The Debtors and CCA are authorized to take all actions necessary to effectuate the relief granted in this Stipulation and Agreed Order.

5. This Court retains exclusive jurisdiction with respect to all matters arising from or to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

Signed: \_\_\_\_\_, 2020  
Houston, Texas

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DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**STIPULATED AND AGREED TO THIS 16<sup>TH</sup> DAY OF SEPTEMBER, 2020:**

/s/ William A. Broschious  
William A. Broschious  
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*Counsel for the Debtors and Debtors-in-Possession*