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PROPOSED ATTORNEYS FOR DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**DEBTORS' APPLICATION PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b)
TO (I) RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC
TO PROVIDE THE DEBTORS A CHIEF RESTRUCTURING OFFICER
AND CERTAIN ADDITIONAL PERSONNEL AND (II) DESIGNATE
GARY BARTON AS CHIEF RESTRUCTURING OFFICER FOR THE
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

**A HEARING WILL BE CONDUCTED ON THIS MATTER ON
AUGUST 5, 2020, AT 1:30 P.M. IN ROOM 204, U.S. COURTHOUSE,
501 W. TENTH STREET, FORT WORTH, TEXAS 76102.**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST
RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH
PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE
DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE**

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.



WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE (21) DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) hereby file this *Debtors’ Application Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (i) Retain Alvarez & Marsal North America, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (ii) Designate Gary Barton as Chief Restructuring Officer for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”). In support of the Application, the Debtors have attached the *Declaration of Gary Barton in Support of Debtors’ Application Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (i) Retain Alvarez & Marsal North America, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (ii) Designate Gary Barton as Chief Restructuring Officer for the Debtors Nunc Pro Tunc to the Petition Date* (the “Barton Declaration”) as **Exhibit B**. In further support of the Application, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States District Court for the Northern District of Texas (the “District Court”) has jurisdiction over the subject matter of this Application pursuant to 28 U.S.C. § 1334. The District Court’s jurisdiction has been referred to this Court pursuant to 28 U.S.C. § 157 and the District Court’s Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984. This is a core matter pursuant to 28 U.S.C. § 157(b), which may be heard and finally determined by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On June 9, 2020 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned cases (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. An official committee of unsecured creditors has yet to be appointed in these Chapter 11 Cases. Further, no trustee or examiner has been requested or appointed in these Chapter 11 Cases.

4. A detailed description of the Debtors, their businesses, and the facts and circumstances of the Debtors’ Chapter 11 Cases is set forth in greater detail in the *Declaration of Kristin Whitley in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* and the *Declaration of Gary Barton in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (collectively, the “First Day Declarations”), which were filed on the Petition Date and are incorporated by reference in this Application.

RELIEF REQUESTED

5. By this Application, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors request entry of an order, substantially in the form of **Exhibit C** annexed hereto, authorizing, but not directing the Debtors to (i) retain Alvarez & Marsal North America, LLC (“A&M”) to provide the Debtors with a Chief Restructuring Officer (“CRO”) and certain Additional Personnel (as described below) and (ii) designate Gary Barton as the Debtors’ CRO, *nunc pro tunc* to the Petition Date.

6. The Debtors propose to retain A&M to provide Gary Barton as Chief Restructuring Officer and to provide additional employees of A&M and its professional service

provider affiliates (all of which are wholly-owned by its parent company and employees) (the “Additional Personnel,” and collectively with the CRO, the “Engagement Personnel”) as necessary to assist the CRO in the execution of the duties set forth more fully herein on the terms and conditions set forth in the engagement letter dated May 19, 2020 (the “Engagement Letter”).² A true and correct copy of the Engagement Letter is attached hereto as **Exhibit A**.

RETENTION OF A&M

7. In recognition of their need for sound restructuring advice and crisis management services, the Debtors, among other things, sought to retain an advisory firm and interim management with substantial experience in the reorganization and restructuring of companies in financial distress.

8. The Engagement Personnel specialize in interim management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M’s debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company’s financial position, including developing or validating forecasts and business plans and related assessments of a business’s strategic position; monitoring and managing cash, cash flow, and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

9. In addition, A&M and the CRO are intimately familiar with the Debtors’ businesses, financial affairs, and capital structure. Since A&M’s initial engagement by the

² The Engagement Letter superseded the previously executed engagement letter dated November 20, 2019. The summaries of the Engagement Letter (and indemnification agreement attached thereto) contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

Company on November 20, 2019 (the “Initial Engagement”), the Engagement Personnel have worked closely with the Debtors’ management and other professionals in assisting with the myriad requirements of these Chapter 11 Cases. Consequently, the Debtors believe that A&M has developed significant relevant experience and expertise regarding the Debtors, their operations and the unique circumstances of these cases. For these reasons, A&M is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these cases.

10. Mr. Barton is a Managing Director of A&M. He has more than twenty-five (25) years of operational and management experience and has advised a number of clients, including public and privately held companies, on business plan development and evaluation, liquidity improvement efforts, and asset distributions.

11. Notably, Mr. Barton served as CRO to Shale Support Global Holdings, LLC, Afren PLC and Black Elk Energy Offshore Operations, LLC, all operating in the oil and gas industry during their restructuring processes. His primary areas of expertise include in- and out-of-court financial and operational restructurings, interim management positions at the C-suite level, business plan development and implementation, lender negotiations (including waivers and amendments) and liquidity management including cash forecasting. He also advises on working capital management and development of cash controls, vendor negotiations, development of financial planning and reporting functions, cost rationalization projects, development of Chapter 11 plans of reorganization and post-confirmation trusteeships.

12. In consideration of the size and complexity of the Debtors’ business, as well as the exigencies of the circumstances, the Debtors, have determined that the services of Mr.

Barton will substantially enhance their attempts to maximize the value of their estates. His services are critical to the Debtors' goals in these cases. Mr. Barton has developed significant, relevant experience regarding the Debtors and is thus both well qualified and uniquely suited to serve as the Debtors' CRO and continue overseeing the Debtors' restructuring efforts. Accordingly, the Debtors submit that the retention of A&M and the designation of Mr. Barton as CRO on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

SCOPE OF SERVICES

13. Subject to approval by the Court, the Debtors propose to retain A&M to provide Gary Barton as Chief Restructuring Officer and to provide the Additional Personnel on the terms and conditions set forth in the Engagement Letter, except as otherwise explicitly set forth herein or in any order granting this Application. As set forth in the Engagement Letter, the Engagement Personnel, in cooperation with the Vista Board of Directors Special Restructuring Committee (the "Special Committee"), will, among other things:

- (i) Provide assistance in evaluation of the Debtors' current business plan and in preparation of a revised operating plan and cash flow forecast and presentation of such plan and forecast to the Debtors' Board of Directors (the "Board") and their creditors;
- (ii) Provide assistance in the development and management of a 13-week cash flow forecast, including ongoing variance reports and discussion with the Debtors' stakeholders regarding such;
- (iii) Provide assistance in financing issues including the preparation of debtor in possession facility sizing and assistance in preparation of reports and liaison with creditors;
- (iv) Provide assistance with all aspects of preparation of pleadings and supporting materials and supplying testimony for court hearings, as well as other court matters;

- (v) Provide assistance in the creation of a DIP/cash collateral budget, as necessary;
- (vi) Assist in the creation of monthly operating reports and other regular reporting as and to the extent required by the Court;
- (vii) Manage payment of accounts payable to maximize cash and ensure only appropriate and authorized amounts are paid and preparation of reports and analyses to manage commitments and disbursements.
- (viii) Serve as the principal contact with the Debtors' creditors with respect to the Debtors' financial and operational matters;
- (ix) Report to the Special Committee as desired or directed by the Special Committee; and
- (x) Other activities as are approved by the Special Committee and agreed to by A&M.

14. These services are necessary to enable the Debtors to maximize the value of their estates and successfully complete their restructuring.

A&M'S DISINTERESTEDNESS

15. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Barton Declaration, A&M: (i) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; and (ii) does not hold any interest adverse to the Debtors' estates.

16. Although the Debtors submit that the retention of A&M is not governed by section 327 of the Bankruptcy Code, the Debtors attach the Barton Declaration, which discloses, among other things, any relationship that A&M, Mr. Barton, or any individual member of the Additional Personnel has with the Debtors, their significant creditors, or other significant parties in interest known to A&M. Based upon the Barton Declaration, the Debtors

submit that A&M is a “disinterested person” as that term is defined by section 101(14) of the Bankruptcy Code.

17. In addition, as set forth in the Barton Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

TERMS OF RETENTION

A. Compensation

18. In accordance with the terms of the Engagement Letter and subject to Court approval, A&M will be paid by the Debtors for the services of the Engagement Personnel at their customary hourly billing rates. The current hourly billing rates for Engagement Personnel, based on the position held by such Additional Personnel at A&M, are subject to the following ranges:

Professional	Restructuring Hourly Rate	Case Management Hourly Rate
Managing Director	\$900 - \$1,150	\$850 - \$1,000
Director	\$700 - \$875	\$675 - \$825
Analyst/Associate	\$400 - \$675	\$400 - \$625

Such rates and ranges shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

19. In addition to compensation for professional services rendered by Engagement Personnel, A&M will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including, but not limited to travel, lodging, computer research, and messenger and telephone charges. In addition, A&M shall be reimbursed for the reasonable fees and expenses of its outside incurred in connection with the preparation and

approval of this Application. All fees and expenses due to A&M will be billed on a monthly basis, or more frequently as agreed to between A&M and the Debtors, as further set forth in the Engagement Letter.

20. As of the Petition Date, the Debtors did not owe A&M any fees for unpaid services performed or expenses incurred under the Engagement Letter. A&M received \$150,000 as a retainer in connection with preparing for and conducting the filing of these Chapter 11 Cases, as described in the Initial Engagement letter. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling approximately \$2.2 million in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. As of the Petition Date, A&M holds an unapplied residual retainer of approximately \$55,000, which will be held until the end of these Chapter 11 cases and applied to A&M's finally approved fees in these proceedings, unless an alternate arrangement is agreed to by the Debtors and A&M.

21. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth in the Engagement Letter are reasonable.

B. Indemnification

22. As a material part of the consideration for which the Engagement Personnel have agreed to provide the services described herein, pursuant to the Engagement Letter (including the indemnification agreement attached to and made a part of the Engagement Letter (the "Indemnification Agreement")), the Debtors have agreed to (a) indemnify the Engagement Personnel acting as officers to the same extent as the most favorable indemnification it extends

to its officers and directors and to cover such Engagement Personnel under the Debtors' director and officer liability policy and (b) indemnify and hold harmless A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives, and subcontractors (collectively, the "Indemnified Parties") under certain circumstances.³ The rights to indemnification shall survive the termination of these Chapter 11 Cases or any cases into which they may be converted.

23. The Debtors believe the indemnity provisions are a reasonable term and condition of A&M's engagement and were, along with all terms of the Engagement Letter, negotiated by the Debtors and A&M at arm's-length and in good faith. A&M and the Debtors believe that the indemnity provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to A&M and for comparable engagements, both in and out of court. The Debtors respectfully submit that the indemnification provisions contained in the Indemnification Agreement, viewed in conjunction with the other terms of A&M's proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require A&M's services to successfully reorganize.

³ The Indemnification Agreement generally provides that the Debtors will indemnify and hold harmless A&M and the other Indemnified Parties (as defined in the Indemnification Agreement) from and against any losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel and others in investigating, preparing, or defending any action or claim caused by, relating to, based upon, or arising out of the Indemnified Party's acceptance of or the performance or nonperformance of their obligations under the Engagement Letter. Notwithstanding the terms of the Indemnification Agreement, the Debtors and A&M have agreed, subject to the Court's approval of this Application, that in no event shall an Indemnified Person be indemnified or receive contribution or other payment under the Indemnification Agreement if the Debtors, their estates or the statutory committee of unsecured creditors appointed in these Chapter 11 Cases assert a claim against an Indemnified Person and the Court determines by final order that such claim arose out of the bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence or willful misconduct on the part of that or any other Indemnified Person.

FEES AND REPORTING

24. If the Court approves the relief requested herein, A&M will be retained to provide the Debtors with the Engagement Personnel and Mr. Barton will be designated as the Debtors' Chief Restructuring Officer pursuant to section 363 of the Bankruptcy Code.

25. Courts have allowed fees and expenses incurred by professionals retained under § 363 of the Bankruptcy Code to be treated as an administrative expense incurred by debtors in the ordinary course of business. *See In re TPP Acquisition, Inc. d/b/a The Picture People*, Case No. 16-33437 (Bankr. N.D. Tex. Nov. 21, 2016) (Docket No. 377) (fees for the retention of CEO treated as administrative expenses to be paid in the ordinary course of business); *In re 4 West Holdings, Inc.*, Case No. 18-30777 (Bankr. N.D. Tex. 2018) (Dkt. Nos. 132 and 263) (retention of CRO allowed to be paid in the ordinary course of business subject to monthly filings with an objection period); *see also In re UCI, Int'l, LLC*, Case No. 16-11354 (Bankr. D. Del. Jul. 12, 2016) (Docket No. 294) (authorizing retention of chief restructuring officer pursuant to § 363 of the Bankruptcy Code, and allowing the debtors to pay, in the ordinary course of business, fees and expenses incurred in connection with the chief restructuring officer's retention); *In re Juniper GTL, LLC*, Case No. 16-31959 (Bankr. S.D. Tex. May 24, 2016) (Docket No. 176); *In re HII Technologies, Inc.*, Case No. 15-60070 (DRJ) (Bankr. S.D. Tex. Sept. 22, 2015) (Docket No. 32); *see also In re First River Energy, LLC*, Case No. 18-50085 (Bankr. W.D. Tex. Feb. 13, 2018) (Docket No. 200) (authorizing retention of chief restructuring officer pursuant to § 363 of the Bankruptcy Code and treating incurred fees and expenses as an administrative expense following reports of compensation and expiration of objection period).

DISPUTE RESOLUTION PROCEDURES

26. The Debtors and A&M have agreed, subject to the Court's approval of this Application, that notwithstanding the Engagement Letter: (a) any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Application or the services provided by the Engagement Personnel to the Debtors as outlined in this Application, including any matter involving a successor in interest or agent of any of the Debtors or of A&M, shall be brought in this Court or the District Court (if the reference is withdrawn); (b) A&M, the Debtors, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole and exclusive forum (unless such courts do not have or retain jurisdiction over such claims or controversies) for the resolution of such claims, causes of actions, or lawsuits; (c) A&M and the Debtors, and any and all successors and assigns thereof, waive trial by jury, such waiver being informed and freely made; (d) if this Court, or the District Court (if the reference is withdrawn), does not have or retain jurisdiction over the foregoing claims and controversies, A&M and the Debtors, and any and all successors and assigns thereof, will submit first to non-binding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures (as set forth in **Exhibit D** attached hereto); and (e) judgment on any arbitration award may be entered in any court having proper jurisdiction. By this Application, the Debtors seek approval of this agreement by the Court. Further, A&M and the Debtors have agreed not to raise or assert any defense based upon jurisdiction, venue, abstention or otherwise to the jurisdiction and venue of this Court or the District Court (if the reference is withdrawn) to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to this Application or the services provided hereunder

APPLICABLE AUTHORITY

27. The Debtors seek approval of the employment of A&M pursuant to section 363 of the Bankruptcy Code, *nunc pro tunc* to the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

28. Under applicable case law, in this and other circuits, if a debtor’s proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a §363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct”).

29. The retention of A&M and its professionals is a sound exercise of the Debtors’ business judgment. Mr. Barton has extensive experience as a senior officer and as an advisor for many troubled companies. The Debtors believe that the Engagement Personnel will provide services that benefit the Debtors’ estates and creditors. In light of the foregoing, the Debtors believe that the retention of A&M is appropriate and in the best interests of the Debtors and their estates and creditors.

30. The retention of interim corporate officers and other temporary employees, therefore, is proper under section 363 of the Bankruptcy Code. This Court and other courts have authorized retention of officers, including restructuring officers, utilizing this provision of the Bankruptcy Code on numerous occasions. *See, e.g., In re American Workers Insurance Services, Inc.*, Case No. 19-44208 (Bankr. N.D. Tex. Nov. 13, 2019) (Docket No. 90); *In re Mid-Cities Home Medical Equipment Co., Inc.*, Case No. 19-41232-ELM-11 (Bankr. N.D. Tex. May 17, 2019) (Docket No. 89); *In re Senior Care Centers, LLC*, Case No. 18-33967 (Bankr. N.D. Tex. Feb. 27, 2019) (Docket No. 605); *In re TPP Acquisition, Inc. d/b/a The Picture People*, Case No. 16-33437 (Bankr. N.D. Tex. Nov. 21, 2016) (Docket No. 377); *In re Energy & Exploration Partners, Inc.*, Case No. 15-44931 (Bankr. N.D. Tex. Jan. 26, 2016) (Docket No. 263); *In re Pilgrim's Pride Corporation*, Case No. 08-45664 (Bankr. N.D. Tex. Feb. 9, 2009) (Docket. No. 825); *In re Mirant Corp.*, Case No. 03-46590 (DML) (Bankr. N.D. Tex. Sept. 29, 2003) (Docket. No. 999); *In re PRC, LLC*, Case No. 08-10239 (MG) (Bankr. S.D.N.Y. Feb. 27, 2008) (Docket. No. 182); *In re Bally Total Fitness of Greater N.Y., Inc.*, Case No. 07-12395 (BRL) (Bankr. S.D.N.Y. Aug. 1, 2007) (Docket. No. 283).

31. Based upon the foregoing, the Debtors submit that the retention of A&M, and the designation of Gary Barton as Chief Restructuring Officer on the terms set forth herein and in the Engagement Letter, is essential, appropriate, and in the best interest of the Debtors' estates, creditors, and other parties in interest and should be granted in these Chapter 11 Cases.

Notice

32. Notice of this Application will be provided to the parties listed on the Debtors' service list in accordance with the *Order Granting Complex Chapter 11 Bankruptcy Case Treatment* (collectively, the "Notice Parties").

Conclusion

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: July 9, 2020

Vista Proppants and Logistics, LLC, *et al.*

/s/ Kristin Whitley

Name: Kristin Whitley

Title: Chief Financial Officer

HAYNES AND BOONE, LLP

By: /s/ David L. Staab

Stephen M. Pezanosky

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PROPOSED ATTORNEYS FOR DEBTORS

Exhibit A

Engagement Letter



May 19, 2020

Ms. Kristin Smith
Chief Financial Officer
Vista Proppants and Logistics, LLC
4413 Carey Street
Fort Worth, TX 76119

Dear Ms. Smith:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC ("A&M") and Vista Proppants and Logistics, LLC and its subsidiaries, and their assigns and successors (the "Company"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, (a) this letter will constitute an agreement between the Company and A&M (the "Agreement"), and (b) this letter will supersede that certain prior engagement letter agreement, dated November 20, 2019 (the "Prior Agreement"), between A&M and the Company; provided that, for the avoidance of doubt, the parties obligations under the Prior Agreement which provide rights beyond termination shall survive (i.e., indemnification, limitations on liability and the Company's obligation to remit fees and expenses allocable to services provided thereunder).

1. Description of Services

(a) Officers. In connection with this engagement, A&M shall make available to the Company:

- (i) Gary Barton to serve as the Chief Restructuring Officer (the "CRO"); and
- (ii) Upon the mutual agreement of A&M and the Company, A&M will provide additional employees of A&M and/or its affiliates and wholly-owned subsidiaries ("Additional Personnel") as required (collectively, with the CRO, the "Engagement Personnel"), to assist the CRO in the execution of the duties set forth more fully herein.

(b) Duties.

The Engagement Personnel in cooperation with the Vista Board of Directors Special Restructuring Committee (the "Special Committee"), shall:

- (i) Provide assistance in evaluation of the Company's current business plan and in preparation of a revised operating plan and cash flow forecast and presentation of such plan and forecast to the Company's Board of Directors (the "Board") and its creditors;

Vista Proppants and Logistics, LLC
May 19, 2020

- (ii) Provide assistance in the development and management of a 13-week cash flow forecast, including ongoing variance reports and discussion with the Company's stakeholders regarding such;
 - (iii) Provide assistance in financing issues including the preparation of debtor in possession facility sizing and assistance in preparation of reports and liaison with creditors;
 - (iv) Provide assistance with all aspects of contingency planning (and, if necessary, execution of such plans) in connection with a potential chapter 11 proceeding, including preparation of pleadings and supporting materials and supplying testimony for court hearings, as well as other court matters;
 - (v) Provide assistance in the creation of a DIP/cash collateral budget, as necessary;
 - (vi) Assist the Company and its counsel in the preparation of motions, pleadings, supporting materials and other activities or court materials necessary to implement a chapter 11 filing, if required, including analysis of Company records to assist in determining appropriate scope of "first day" relief, and supplying written and oral testimony for court hearings, including appearing on behalf of the Company in connection with any chapter 11 filing, as well as other court matters;
 - (vii) Assist in the creation of monthly operating reports and other regular reporting as and to the extent required by the Bankruptcy Court;
 - (viii) Manage payment of accounts payable to maximize cash and ensure only appropriate and authorized amounts are paid and preparation of reports and analyses to manage commitments and disbursements.
 - (ix) Serve as the principal contact with the Company's creditors with respect to the Company's financial and operational matters;
 - (x) Report to the Company's Special Committee as desired or directed by the Special Committee; and
 - (xi) Other activities as are approved by the Special Committee and agreed to by A&M.
- (c) In rendering its services to the Company, A&M will report directly to the Special Committee and will make recommendations to and consult with other members of the Board and senior officers of the Company as direct by the Special Committee.

Vista Proppants and Logistics, LLC
May 19, 2020

- (d) The Engagement Personnel will continue to be employed, by A&M and, while rendering services to the Company, will continue to work with other personnel at A&M in connection with unrelated matters that will not unduly interfere with the services rendered by the Engagement Personnel pursuant to this Agreement. With respect to the Company, however, the Engagement Personnel shall operate under the direction of the Special Committee and A&M shall have no liability to the Company for any acts or omissions of the Engagement Personnel related to the performance or non-performance of services at the direction of the Special Committee and consistent with the requirements of the Engagement an the Agreement.¹
 - (e) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates, and subsidiaries as Engagement Personnel. Such affiliates and subsidiaries are wholly owned by A&M's parent company and employees.
2. Information Provided by Company and Forward Looking Statements. The Company shall use all reasonable efforts to: (i) provide the Engagement Personnel with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that Engagement Personnel reasonably request in connection with the services to be provided to the Company. The Engagement Personnel shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by Engagement Personnel in connection with the services performed for the Company. The Company acknowledges and agrees that the Engagement Personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M and Engagement Personnel are under no obligation to update data submitted to them or to review any other areas unless specifically requested by the Board to do so.
- You understand that the services to be rendered by the Engagement Personnel may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, Engagement Personnel will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.
3. Limitation of Duties. Neither A&M, nor the Engagement Personnel make any representations or guarantees that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company, (ii) any restructuring proposal or strategic alternative presented to the Company's management or the Board will be

¹ Not to Draft: Indemnification covered by inclusion of such persons as Indemnified Parties in the separate attached Indemnity Agreement.

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more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company, or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, neither A&M, nor the Engagement Personnel, assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. The Engagement Personnel shall be responsible for implementation only of the restructuring proposal or alternative approved by the Board and only to the extent and in the manner authorized and directed by the Board.

Depending on future developments the spread of the Coronavirus has the potential to affect the services provided under this Agreement. Travel, work place and mobility restrictions (to include measures reasonably mandated by A&M with respect to its employees and personnel) may restrict travel to the Company and other work sites as well as limit access to facilities, infrastructure, information and personnel of A&M, the Company or others. Such circumstances may adversely affect the timetable or content of A&M's deliverables and completion of the scope of services included in this Agreement. A&M will promptly notify and discuss with the Company if A&M believes that the services may be impacted in this way. The Company accepts and acknowledges that A&M employees and personnel may attend at the Company's locations or physically interact with the Company's employees and personnel in connection with the services, unless A&M or the Company decide that this should not be the case.

4. Compensation.

- (a) A&M will receive fees for the services of the Engagement Personnel based on the following hourly rates:

Managing Directors	\$900-1,150
Directors	\$700-875
Analysts/Associates	\$400-675
Case Management:	
Managing Directors	\$850-1,000
Directors	\$675-825
Analysts/Consultants	\$400-625

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

- (b) In addition, A&M will be reimbursed for its reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, messenger and telephone charges. All fees and expenses will be billed on a monthly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt

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- (c) The Company has previously remitted to A&M a retainer in the amount of \$150,000 (in two separate \$75,000 payments) in connection with our Prior Agreement, which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder.

5. Termination.

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by either party without cause by written notice to the other party.
- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists.
- (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).
- (d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. No Audit. Company acknowledges and agrees that A&M and Engagement Personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary. The Company acknowledges that all advice (written or oral) provided by A&M and the Engagement Personnel to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts. A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals

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whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained. Each of the entities comprising the definition of Company (each, a "Company Entity") acknowledges and agrees that the services being provided hereunder are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services being provided on behalf of any other Company Entity. Each Company Entity represents that it has taken all corporate action necessary and is authorized to waive such potential conflicts of interest.

9. Confidentiality/Non-Solicitation.

A&M and Engagement Personnel shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is, or becomes, public other than as a result of a breach of this provision. The Company, on behalf of itself and its subsidiaries and affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the Company breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

10. Indemnification/Limitations on Liability. The Company shall indemnify the Engagement Personnel acting as officers (the "Indemnified Professionals") to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to the Indemnified Professionals. The Indemnified Professionals shall be covered as officers under the Company's existing director and officer liability insurance policy. As a condition of A&M accepting this engagement, a Certificate of Insurance evidencing such coverage shall be furnished to A&M prior to the effective date of this Agreement. The Company shall give thirty (30) days' prior written notice to A&M of cancellation, non-renewal, or material change in coverage, scope, or amount of such director and officer liability policy. The Company shall also maintain such insurance coverage for the Indemnified Professionals for a period of not less than six years following the date of the termination

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of the Indemnified Professionals' services hereunder. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Company's charter, bylaws or other organizational documents or policies shall affect the Indemnified Professionals' rights hereunder. The attached indemnity and limitation on liability provisions are incorporated herein and the termination of this agreement or the engagement shall not affect those provisions, which shall remain in full force and effect.

11. Joint and Several Liability. Each Company Entity hereby acknowledges and agrees that they are each jointly and severally liable to A&M and its affiliates for all of the Company's representations, warranties, covenants, liabilities and obligations set forth in the Agreement. Any beneficiary of this agreement may seek to enforce any of its rights and remedies hereunder against any or all Company Entities in any order at any time in its sole discretion.
12. Miscellaneous. This Agreement (together with the attached indemnity provisions), including, without limitation, the construction and interpretation thereof and all claims, controversies and disputes arising under or relating thereto, shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law that would defer to the laws of another jurisdiction. **THE COMPANY AND A&M AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF THE PARTIES HERETO WITH RESPECT TO ANY MATTER RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE PRIOR AGREEMENT AND THE ENGAGEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF A&M HEREUNDER AND THEREUNDER.** The Company and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement. During the pendency of any Chapter 11 proceeding, the parties will submit to the jurisdiction of the applicable bankruptcy court in any disputes arising under this Agreement.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the Company's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. The Company agrees that A&M may aggregate information provided by or on behalf of the Company during this engagement with information provided by or on behalf of others and use and disclose that information in de-identified form as part of research and advice, including, without limitation, benchmarking services. Notwithstanding anything herein to the contrary, A&M may reference or list the Company's name and/or logo and/or a general

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description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

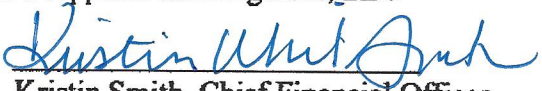
Alvarez & Marsal North America, LLC

By: 

Gary Barton
Managing Director

Accepted and agreed:

Vista Proppants and Logistics, LLC

By: 
Kristin Smith, Chief Financial Officer

INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT

This indemnification and limitation on liability agreement is made part of an agreement, dated May 18, 2020 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement"), by and between Alvarez & Marsal North America, LLC ("A&M") and Vista Proppants and Logistics, LLC together with its subsidiaries (the "Company"), for services to be rendered to the Company by A&M.²

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the reasonable and documented costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct and (b) in no event will any Indemnified Party or any Company Entity have any liability to the other for such party's special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including

² Edit made to conform to party definition in the letter agreement, § 11 of which provides that any indemnity is joint and several.

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former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable and documented fees and expenses of its counsel, and will compensate the Indemnified Party for the reasonable and documented time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable and documented expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the

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indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including reasonable and documented attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including reasonable and documented attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

Vista Proppants and Logistics, LLC
on behalf of itself and its subsidiaries

By: 
Name: Kristin Smith
Title: Chief Financial Officer

ALVAREZ & MARSAL NORTH
AMERICA, LLC


By: 
Name: Gary Barton
Title: Managing Director

Exhibit B

Barton Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**DECLARATION OF GARY BARTON IN SUPPORT OF DEBTORS’
APPLICATION PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) TO
(I) RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC
TO PROVIDE THE DEBTORS A CHIEF RESTRUCTURING OFFICER
AND CERTAIN ADDITIONAL PERSONNEL AND (II) DESIGNATE
GARY BARTON AS CHIEF RESTRUCTURING OFFICER FOR THE
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), I, Gary Barton, under penalty of perjury, hereby state as follows:

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its professional service provider affiliates (all of which are wholly-owned by its parent company and employees), its wholly-owned subsidiaries and independent contractors, “A&M”), a restructuring advisory services firm with numerous offices throughout the country. I submit this declaration on behalf of A&M (the “Declaration”) in support of the *Debtors’ Application Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (I) Retain Alvarez & Marsal North America, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designate Gary Barton as Chief Restructuring Officer for the Debtors Nunc*

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) (“Vista HoldCo”); VPROP Operating, LLC (0269) (“VPROP”); Lonestar Prospects Management, L.L.C. (8451) (“Lonestar Management”); MAALT Specialized Bulk, LLC (2001) (“Bulk”); Denetz Logistics, LLC (8177) (“Denetz”); Lonestar Prospects, Ltd. (4483) (“Lonestar Ltd.”); and MAALT, LP (5198) (“MAALT”). The location of the Debtors’ service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

Pro Tunc to the Petition Date (the “Application”)² on the terms and conditions set forth in the Application and the engagement letter, dated May 19, 2020, entered into between the Debtors and A&M and attached to the Application as **Exhibit A** (the “Engagement Letter”), *nunc pro tunc* to the Petition Date. Except as otherwise noted, I have personal knowledge of the matters set forth herein.³

DISINTERESTEDNESS AND ELIGIBILITY

2. A&M together with its professional service provider affiliates (the “Firm”) utilizes certain procedures (the “Firm Procedures”) to determine its relationships, if any, to parties that may have a connection to any of the Debtors in the Chapter 11 Cases. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors and to determine the Firm’s relationship with such parties:

- (a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “Potential Parties in Interest”).⁴ The list of Potential Parties in Interest that A&M reviewed is annexed hereto as **Schedule A**. The Potential Parties in Interest reviewed include, among others, the Debtors; parties holding significant ownership interests in the Debtors; the Debtors’ current officers and directors; certain court and UST personnel; the Debtors’ restructuring professionals; counsel to the proposed DIP lender;; prepetition and proposed post-petition lenders, banks, and secured parties; certain significant contract counterparties, vendors, and customers; governmental/regulatory agencies; insurance providers and PFA parties; known affiliates of the Debtors; certain litigation parties; ordinary course professionals; related parties; significant competitors; the top 20 unsecured creditors of each Debtor;; and utility providers.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Application.

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by such professionals.

⁴ As may be necessary, A&M will supplement this Declaration if it becomes aware of a relationship that may adversely affect A&M’s retention in these cases or would otherwise require disclosure.

- (b) A&M then compared the names of each of the Potential Parties in Interest to the names in the master electronic database of the Firm's current and former clients (the "Client Database"). The Client Database generally includes the name of each client of A&M, the name of each party who is or was known to be adverse to such client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or has had, a substantial role with regard to the subject matter of the Firm's retention, and the names of Engagement Personnel who are or were primarily responsible for matters for such clients.
- (c) An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and certain Potential Parties in Interest or the Debtors, on the other hand;⁵ (ii) any known connection or representation by the respondent and/or the Firm of any of those Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why the Firm may be unable to represent the Debtors.
- (d) Known connections between the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule B** annexed hereto.

3. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

- (a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services)⁶ or an equity security holder of the Debtors;
- (b) is not and has not been, within 2 years before the date of the filing of the petition, a director, officer (other than by virtue of A&M employees serving in the roles as Engagement Personnel (pre and

⁵ In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any Firm personnel or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M personnel have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest, or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M's disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors' estates. It is also noted that in the course of our review it came to A&M's attention that A&M personnel hold de minimis investments, representing not more than 0.01% of the equity interests in the related entity, in various parties in interest, including but not limited to AT&T, Bank of America, N.A., Caterpillar Financial Services, Chesapeake Energy, and Verizon Wireless.

⁶ See paragraph 9 below.

post petition) as described in the Application), or an employee of the Debtors; and

- (c) does not have any interest materially adverse to the interests of the Debtors' estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

4. As can be expected with respect to any international professional services firm such as the Firm, the Firm provides services to many clients with interests in the Debtors' Chapter 11 Cases. To the best of my knowledge, except as indicated below, the Firm's services for such clients do not relate to the Debtors' Chapter 11 Cases.

5. In addition to the relationships disclosed on Schedule B, we note the following:

- (a) Wells Fargo Bank, National Association ("WFBNA") together with certain of its affiliates (collectively, "Wells Fargo") is a Potential Party in Interest. Under a credit facility (the "Credit Facility") to A&M's parent company Alvarez & Marsal Holdings, LLC ("A&M Holdings"): WFBNA is administrative agent, swingline lender and issuing lender, and Wells Fargo Securities, LLC is a joint lead arranger and joint book runner. In addition to the receipt of interest in its capacity as a lender under the Credit Facility, Wells Fargo has received certain customary and negotiated fees and reimbursement of expenses in connection with its role under the Credit Facility.
- (b) A&M's affiliate, Alvarez & Marsal Valuation Services, LLC, ("A&MVS") previously provided valuation services for financial reporting purposes to Ares Capital Corporation, a Potential Party in Interest in these chapter 11 cases, relating to Ares' interests in the Debtors. A&MVS last provided such valuation services to Ares relating to the Debtors on or about April of 2019. While A&MVS may continue to provide certain valuation services to Ares unrelated to the Debtors, A&MVS has agreed not to provide Ares any services relating to the Debtors during the pendency of these chapter 11 cases. In addition, an information barrier has been instituted to ensure that the confidentiality of information between A&M and A&MVS with respect to A&M's engagement by the Debtors and A&MVS's engagement by Ares is maintained.
- (c) A&M was engaged to provide financial advisory and interim management services (including the provision of myself, Gary Barton, as Chief Restructuring Officer) to Shale Support Global Holdings, LLC and its affiliated debtors and debtors-in-possession ("Shale") in connection with Shale's chapter 11 cases. Shale is a vendor of the Debtors and Potential Party in Interest. A&M's services at Shale are currently limited to post-effective date claims distribution matters, and my role as Chief

Restructuring Officer is in the process of being terminated. To the best of my knowledge (i) A&M personnel were not involved in any contact or material dealings with or related to the Debtors while providing services to Shale, and (ii) there are no outstanding pre-petition amounts owed to Shale by the Debtors in connection with these chapter 11 cases. In the event a dispute arises between the Debtors and Shale, A&M personnel will recuse themselves from such dispute.

- (d) TXU and/or its affiliates are listed as vendors on the list of Potential Parties in Interest. A&M was engaged as a financial advisor to Energy Future Holdings Corp. TXU's ultimate parent company, and its affiliates ("EFH") in connection with their chapter 11 cases. A&M continues to provide limited post-emergence services to EFH relating to claims reconciliation unrelated to the Debtors.
- (e) A&M has made certain personnel available to provide financial advisory services to Chesapeake Energy Corporation and its debtor affiliates ("Chesapeake") in connection with Chesapeake's chapter 11 cases, and Chesapeake is a customer of the Debtors and Potential Party in Interest in these chapter 11 cases. In the event a dispute arises between the Debtors and Chesapeake, A&M personnel will recuse themselves from such dispute.
- (f) EP Energy and/or its affiliates ("EP Energy") are listed as customers of the Debtors on the Potential Parties in Interest list. A&M's tax service provider affiliate is currently engaged by EP Energy as to provide certain tax-related services in connection with a Texas managed audit in which the Debtors' payables to EP Energy were reviewed as a part of a larger population of payables. A&M's affiliate was engaged by EP Energy as an ordinary course professional in its chapter 11 cases in connection with such services, and continues to provide follow-up services as requested that are unrelated to the Debtors. However, in no event will A&M's affiliate advise EP Energy on any specific contracts or disputes between EP Energy and the Debtors.

6. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Debtors' Chapter 11 Cases. Further, A&M has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of which may be involved in these

proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which the Firm is to be employed, and none are in connection with these cases.

7. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

COMPENSATION

8. Subject to Court approval of the Application and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules for the United States Bankruptcy Court for the Northern District of Texas, A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

9. To the best of my knowledge, (i) no commitments have been made or received by A&M with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with these chapter 11 cases.

10. By reason of the foregoing, I believe A&M is eligible for retention by the Debtors pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Dated this 9th day of July 2020

By: /s/ Gary Barton
Gary Barton
Managing Director

Schedule A to Barton Declaration

5% or More Equity Holders

FR Sand, LLC
 Future New Deal, Ltd.
 Lonestar Prospects Holding Company, L.L.C.
 M&J Partnership, Ltd.
 Vista Proppants and Logistics, LLC
 VPROP Operating, LLC

Bank

1st Source Bank

Bank Lenders

Ares Capital Corporation
 BANC OF AMERICA LEASING & CAPITAL, LLC
 Continental Bank
 CORPORATION SERVICE COMPANY
 FIRST WESTERN BANK & TRUST
 PlainsCapital Bank
 PRIME ALLIANCE BANK, INC.
 RDO EQUIPMENT CO.
 WEBBANK
 Wells Fargo Bank, N.A.

Bankruptcy Judges

Hon. Edward L. Morris
 Hon. Mark X. Mullin
 Jana McCrory, Courtroom Deputy
 Jennifer Calfee, Courtroom Deputy
 Robert P. Colwell, Clerk of Court

Contract Counterparties

4R ranch
 7 Pines Village
 A Shred 2 Pieces
 A Shred 2 Pieces, LLC
 A-Dependable Drug Testing, LLC
 Accuweather Enterprise Solutions
 Acton Mobile Industries
 Aggreko LLC
 Allstate Security Industries Inc.

Allstate Security Industries, Inc.

Aramark
 Aramark Uniform Services
 Ares Capital Corporation
 Aries SPV, LLC
 Arwood Waste
 AT&T
 AT&T Corp.
 Attebury Grain, LLC
 Barnhart Crane and Rigging
 Blue Canyon Holdings LLC
 Blue Canyon Holdings, LLC
 Blue Cross and
 Blue Shield of Texas
 Blue Mountain Capital Inc.
 BMC Transportation Corporation, Inc.
 BNSF
 BNSF Logistics, LLC
 BNSF Railway Co.
 Brian McConn
 Briggs Equipment Inc
 Briggs Equipment Inc.
 Buckeye Transfer Realty LLC
 Canon Financial Services, Inc.
 Canon Solutions America
 Canon Solutions America, Inc.
 Carcan REI, LLC
 Carol Ann Mercure Living Trust
 CAT Financial
 Caterpillar Financial Services Corp.
 Caterpillar Financial Services Corporation
 Charles Soileau
 Chico Land Management, LLC
 Cielo Vista Investors LLC
 Cintas Corporation
 City of Bryan, Texas

Command Alkon	Haynes and Boone, LLP
Cowboy Up Aviation	Hexion Inc.
Cresson Pods II	Hogg Ranch, LLC
Daniel B. Stephens & Associates	Hogg Real Estate, LLC
Davoil, Inc.	Holt CAT
DDC Real Estate, LLC	Holt Texas, Ltd.
De Lage Landen Financial Services, Inc	Icertainty, Inc.
Denetz Logistics, LLC	INCE, JON DAYEL
Dilley Apartments, LP	Isco Industries
El Campo Refrigeration & Restaurant Supply, Inc.	ISCO Industries, Inc.
El Paso Natural Gas Company, LLC	Jaix Leasing Co.
Energy Transfer	JAIX Leasing Company
EOG Resources Railyard (Texas) LLC	JOBSINLOGISTICS.COM,INC.
EOG Resources, Inc.	Jones Pipeline
Equify, LLC	JOSE GUSTAVO ALEMAN HURTADO
Farmrail Corp	Kestra Advisory Services, LLC
Farmrail Corporation	KJ Media
Fed Ex	KRISTI A. TEIGEN CREDIT SHELTER TRUST
FedEx	Lansing Trade Group, LLC
Fort Worth & Western Railroad Co.	Lhoist America
Fort Worth & Western Railroad Co., Inc.	Lhoist North America
Fred Weber, Inc.	Lion RV
Frio Lodges LLC	Lonestar Prop 50, LLC
Frio Lodges, LLC	Lonestar Prop 50, LLC,
Fort Worth & Western Railroad Co.	Lonestar Prospects, Ltd.
GARDENDALE RAILROAD, INC.	LUSK, THERESA
GATX Locomotive Group, LLC	M&J Partnership, Ltd
GATX Rail Locomotive Group, LLC	Maalt, LP
GBH Properties LLC	Mansfield Community Bank
GBH Properties, LLC	Marabou Energy Management, LLC
GHMR	Marabou Midstream Partners, LLC
GHMR II, LLC	Marabou Superior Pipeline, LLC
GHMR Operations, LLC	MCA Connect, LLC
Gilbert Environmental	McCourt & Sons Equipment, Inc.
Greens Welding Supply, Inc.	MDA Holdings
H&E Equipment Services	Medical Doctor Associates, LLC

Medina Electric Cooperative, Inc.	Priority Power Management LLC PPM
MHC Truck Leasing, Inc.	Priority Power Management, LLC
Michael & Kimberly Smart	Quench USA
MISSION RAIL INDUSTRIAL PARK LLC	Quench USA, Inc.
Mobile Mini Solutions	RAM SPV II, LLC
Mobile Modular	Red Lion Hotel
Mobile Modular Management Corp.	Red Lion Hotel San Angelo
Monahans Affordable Homes	Riverwood Investors, LLC
Motive Power Resources, Inc.	RJS Holdings
MTI Logistics	RREAF Arden Ridge LLC
MTI Logistics, LLC	RS Energy Group
National Lime and Stone Company	Ryder Truck Rental, Inc.
NDS Leasing	Safety-Kleen Systems, Inc.
NEVILL DOCUMENT SOLUTIONS LLC	Sand & Mesquite Investment & Leasing Corp.
North Coast Capital Corporation	Sand & Mesquite Investment & Leasing Corp., LLC
Oce Financial Services, Inc.	Sand Hill Land and Cattle, LLC
Oncor Electric Delivery Company, LLC	Sandbox Enterprises, LLC
Pac Van	Secured Document Shredding
Pac-Van	Secured Document Shredding, Inc.
Pac-Van Inc.	Sendero Ranch
Pan American Railway Company	Seven Pines Village
Paycom	Shale Energy Support, LLC
Paycom Payroll, LLC	Shattuck National Bank
Pecos Valley Railroad	Shred-It
Pecos Valley Southern Railway Co.	Sign Ad Outdoor
Penske Leasing Company	SignAd, Ltd.
Penske Truck Leasing Co. LP	Simmons & Company
Penske Truck Leasing Co., L.P.	Simmons Energy
Permian Lodging, LLC	Sitech Texas and Advanced Acceptance
Pinnacle Bank	SOLARIS LOGISTICS, LLC
Piper Jaffray	Solaris Oilfield Technologies, LLC
Pitney Bowes	Source Power
PlainsCapital Bank; ARCC	Source Power & Gas LLC
Plaza Square	State of Oklahoma
PORTABLE TOILETS & SEPTIC SERVICE	Staybridge Suites
PowerScreen Texas	STERICYCLE INC.

Sunstate Equipment Co.
Tajmer, LLC
Tara Energy
Target Logistics Management LLC
Teigen Credit Shelter Trust and Crosby Family
Texas & New Mexico Railway, LLC
Texas First Rental
Texas Pacifico Transportation Ltd
Texas Pacifico Transportation, Ltd.
Texas, Gonzales & Northern Railway Co.
Texas, Gonzales & Northern Railway Company
TexJet, LLC
Texplex
The Anderson's Railcar Leasing Company, LLC
The Andersons Inc.
The Andersons, Inc.
Tindall Record Storage
Tindall Record Storage, Ltd.
Top Rail Solutions
Tran Systems
Trinity Industries Leasing Co.
Turnkey Processing
TXU Energy
UniFirst Holdings, Inc.
Unimin Corp
Union Pacific Distributions Services Co.
Union Security Insurance Company
United Electric Cooperative Services
United Rental
United Rentals
Universal Pressure Pumping
Universal Pressure Pumping, Inc.
Vista Bank
Visual Lease
Warren CAT
Warren Power & Machinery, Inc.

Watco Companies, LLC
Wells Fargo Equipment Finance
WELLS FARGO N.A.
Wheeler Brothers Grain Co.
Wheeler Brothers Grain Company, LLC
Williams Scotsman
Williams Scotsman, Inc.
Woodhaven National Bank
Worsham Steed

COUNSEL

Sidley Austin LLP

Customer

1845 Oilfield Services
24/7 Sands
4R RANCH
Accel Logistics Inc
Accel Workover Services, Inc.
Apache Corporation
Arrow Point Facilities
Automatize Logistics, LLC
Barnhart FWO, Inc.
Basic Cisco/Eastland
Basic Energy
Basic Fairview
Basic Gainesville
Better Management Corp. of Ohi
Birch Operations, Inc
Birch Operations, LLC
BJ Services, LLC
Black Mountain
BNSF Logistics, LLC
BNSF Railway Company
BNSFL-Sweetwater
Bold Logistics, LLC
C&J Energy Services
Castle Rock

Castlerock Exploration	Keane Group
Chalk Mountain Services	Lansing Trade Group
Chesapeake Energy	Laticrete International
Coast to Coast	Lewis/Sabino
Coney Island	Liberty Oilfield Services
Consolidated Grain and Barge	Lindig Trucking, Inc.
Cudd Energy Services	Marathon Oil
Del-Co Transport Inc	Marathon Oil EF LLC
Devon Energy Corporation	Mencar LLC
Eagle Stone Supply	National Lime and Stone
Easy Money Trucking, Inc	Nextier Oilfield Solutions Inc
Encana Procurement	Omex Energy
Encana Procurement OK	Ovintiv USA Inc.
EOG Resources - South Texas	Ovintiv USA Inc. OK
EOG Resources - West Texas	Ovintiv USA Inc. TX
EOG Resources, Inc.	Pan American Railway Co.
EOG Resources, Inc. (3)	Pattison Sand Company LLC
EOG-RAIL-CRESSON	Pegg Construction
EOG-RAIL-TOLAR	Penske Truck Rental
EP Energy	Pioneer Natural Resources USA
Fevid Transport, LLC	Preferred Pipeline-Enid
Flying A Pump	Preferred Sands
Flying A Pumping Services LLC	Premier Pressure Pumping
FTS International Services	Pro Turf
Fort Worth & Western Railroad Co.	ProFrac Services, LLC
GHMR-1641	ProPetro Services, Inc.
Granbury Excavating	Pursuit Oil and Gas LLC
Halliburton Energy Services	Pursuit Oil and Gas LLC I/C
Hernandez Rock	Python Pressure Pumping
Hi-Crush Partners LP	Quasar Energy Services, Inc.
James Hardie Building Products	Sabino Energy Services LLC
JCOS Construction	Sanchez oil & gas Corp.
Jones Pipeline	Sand Box Logistics
K&T Trucking	Sand Technologies-Enid
Keane Frac LP	Sandbox Logistics
Keane Frac TX LLC	Sandbox South Texas

Savage Transport

Schlumberger Technology Corp

Shale Energy Support, LLC

Signal Peak Silica LLC

Silverado Oil & Gas LLC

SMF Cutting Horses

Space City Transport, Inc.

Spot Purchases¹

Step Energy Services

T G Mercer

Tex Sand Transport

Texas Specialty Sand Inc

Texas Specialty Sand, Inc

Texas Specialty Sands Inc

TexPlex

Top Rail Solutions

TOTAL - TEP BARNETT USA, LLC

Tuttle & Tuttle Trucking Inc.

Type A Motorsports of Texas

Tyr Energy Logistics LLC-Pecos

U.S. Silica - South Plant

U.S. Silica-Enid Plant

Unimin

Unimin Corporation-Cleburne

Unimin Corporation-Pecos West

Universal Pressure Pumping

US Sand Trucking Company Inc.

Venado Oil & Gas LLC

Venado Oil and Gas, LLC

Vista Trucking

Vitolas Trucking

WPX Energy

Debtor Professionals

Haynes and Boone, LLP

Kurtzman Carson Consultants LLC

Piper Jaffray & Co.

Director/Officers

BOLDEN, TERRY

COLLINS, TIM E

DENOYER, BLAKE

DREW, JOSEPH D

EASTERLY, DANIEL J

Edward T. Bialis

FAVORS, CHRIS

FLEET, MICHAEL

FORESTER, DEBBIE

Gary B. Humphreys

GREENWOOD, TIFFANY LEY

HALE, WAVERLY M

HECHT, BRIAN J.

JOHNSON, MICHAEL CRAIG

KEITH, BENJAMIN

Kristin W. Smith

MACKEY, CRAIG

Marty W. Robertson

MCCARLEY, STEVEN

MCCONN, BRIAN PATRICK

MWABA, VICTOR

Neil A. Wizel

OWEN, JOHN

RACZ, RACHEL ANN-MARIE

SINGMASTER, WILLIAM

Stephen Straty

TUCKER, REX KENDALL

WASHINGTON, PATRICK BROWNING

WHITLEY, KRISTIN

Government Regulatory

Ellis County of Texas

Environmental Protection Agency - Region 6 (AR, LA, NM, OK, TX)

Environmental Protection Agency - Region 6 AR

Environmental Protection Agency - Region 6 LA

Enviromental Protection Agency - Region 6 NM
 Enviromental Protection Agency - Region 6 OK
 Enviromental Protection Agency - Region 6 TX
 Equal Employment Opportunity Commission
 Frio County of Texas
 Garfield County of Oklahoma
 Hood County of Texas
 Internal Revenue Service
 Irion County of Texas
 Johnson County of Texas
 Nolan County of Texas
 Office of the Attorney General
 Office of the United States Attorney
 Office of the United States Trustee
 Reagan County of Texas
 Reeves County of Texas
 SEC Office - Forth Worth
 SEC Office - New York
 Securities & Exchange Commission
 State of Oklahoma
 State of Texas
 Tarrant County of Texas
 Texas Comptroller of Public Accounts
 Texas Workforce Commission
 Tom Green County
 U.S. Department of Labor
 U.S. Department Of The Treasury
 U.S. Enviromental Protection Agency
 US Department of Justice
 Winkler County

Insurance

ACCEPTANCE INDEMNITY INSURANCE COMPANY
 AMERICAN ALTERNATIVE INSURANCE CORP.
 (LOCKTON)
 AMRISC, LLC
 AMWINS ACCESS INSURANCE SERVICES, LLC

Amwins Brokerage of Texas
 BEAZLEY GROUP
 Chronos Underwriters
 CRC Insurance Services INC.
 CRC/CRUMP
 Endurance American Ins Company
 Evanston Insurance Company
 Everest Indemnity Insurance Co.
 EVEREST NATIONAL INSURANCE COMPANY
 Federal Insurance Company
 Freedom Specialty Insurance Co.
 General Security Indemnity Co.
 GLOBAL AEROSPACE, INC.
 GUIDEONE INSURANCE COMPANY
 HDI GLOBAL SPECIALTY SE
 HDI Specialty Insurance Co
 Illinois National Insurance Co.
 Indian Harbor Insurance Co.
 Chronos Underwriters
 Ironshore Specialty Ins. Co.
 LANDMARK AMERICAN INSURANCE CO.
 Lexington Insurance Company
 Liberty Mutual Fire Insurance
 Liberty Mutual Insurance Company
 Lloyds of London
 Markel American Insurance Co.
 Old Republic Union Ins Co (IL)
 QBE Specialty Insurance Co
 RSUI Indemnity Company
 Safety Specialty Insurance Co
 Scottsdale Insurance Company
 Service Fee
 Starr Indemnity & Liability Co.
 Steadfast Insurance Company
 Chronos Underwriters
 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 TRAVELERS EXCESS AND SURPLUS LINES COMPANY (TRAVELERS)

United Specialty Ins Company

Known Affiliates - JV

ARCC VS Corp.

Ares Credit Strategies

Ares Jasper Fund, L.P.

Ares ND Credit Strategy Fund LLC

Denetz Logistics, LLC

FR Sand, LLC

Future New Deal, Ltd.

Gary Humphreys

GHMR, LLC

Lonestar Prospects Holding Company, LLC

Lonestar Prospects Management, LLC

Lonestar Prospects, Ltd.

M&J Partnership, Ltd.

Maalt Specialized Bulk, LLC

Maalt, LP

Marty Robertson

Tim Probert

Vista Proppants and Logistics, LLC

VROP Operating, LLC

Litigation

American Structural Metals, Inc.

Asphalt Equipment Company, Inc. dba Almix

HOOD CENTRAL APPRAISAL DISTRICT

Jupiter Marketing & Trading, LLC

Praeda Proppants & Logistics, LLC

Sequitur Permian, LLC

Southeastern Construction and Maintenance, Inc.

Ordinary Course Professionals

Ankura Consulting Group LLC

Deloitte & Touche LLP

Jackson Walker LLP

James Lanter, P.C.

Wickes Law, PLLC

OTHER PARTIES

Dearborn National Life Ins

EyeMed

HSA Bank

Teladoc Health, Inc.

Related Parties

4 Robertson Ranch, LLC.

Able Development

Able Tire Southwest, LLC

Blaine Stone Lodge

C&G Humphreys Development LP

C&G Humphreys Investments

C&G Realty A-E

C&G Realty E LLC

Choice Tire

Cowboy Up Aviation, LLC

Cowboy Up Investments

Denetz Logistics

Evolution Custom Auto

Evolution Fleet Services LLC

Evolution Race Development

Future New Deal

GBH Properties LLC

GHMR

GRJ Holdings

Humphreys Holding, LLC

M&J Partnership

Midlothian Event Center, LLC

Oklahoma Tire Recyclers

Rycut Building Logistics Solutions

Tex Jet, LLC

Texplex

Type A Motorsports

Significant Competitors

Covia Holdings

Hi-Crush Inc.

Select Sands

Smart Sand

U.S. Silica Holdings Inc

Top 20 Creditors

Airgas USA, LLC

American Bin & Conveyor

American Structural Metals Inc

Atom Construction, LLC

Cambridge Security Seals LLC

Caterpillar Financial Services

CCC Group Inc

Chico Land Management, LLC

Commerce Bank

DELL TECHNOLOGIES

Demand Safety, Inc.

E&R Supply Co., Inc. Austin

Engineered Software Products

Executive Inn & Suites

Fairbanks Scales

FleetMatics USA, LLC

FRIO Chevrolet LLC.

Frio Lodges LLC

Frisco Machine

Frontier Tank Lines, Inc.

H&E Equipment, Inc.

Hogg Ranch LLC

J.J. Keller

James Hardie

Kaeser Compressors

Kice Industries, Inc.

LAVICKY SAND CO.

MISSION RAIL INDUSTRIAL PARK, LLC

MP Systems Company

Mutual of Omaha

NDS Leasing

NRJ Energy Lodging Concepts

O'Rourke Petroleum

PAUL ALCOCER

Penske Truck Leasing Co., L.P.

Purvis Industries Inc

Purvis Industries, LTD.

R-TEX SERVICES

RJ Sikes

SafeRack LLC

Sand Hill Land & Cattle LLC

SandBox Logistics, LLC

Schlumberger

Shoppa's Farm Supply, Inc.

Solaris Oilfield Technologies Inc.

Southern Tire Mart

Southwestern Pneumatic Inc

SUPERVISION

Texas Industrial Security, Inc.

The Andersons Railcar Leasing

TMT Solutions

Trac-Work Inc.

Trinity Industries Leasing Co.

Twin Eagle Sand Logistics, LLC

UniFirst Holdings, Inc.

VERIZON WIRELESS

Warren Cat Rental

Wells Fargo Equipment Finance

WESTERN INN AND SUITES

Wheeler Brothers Grain Co. Inc

Wilson Manufacturing & Design

WTX Profit Sharing

US Trustee

Erin Schmidt

Elizabeth Young

Lisa L. Lambert

Meredyth Kippes

Nancy S. Resnick

Stephen McKitt

Timothy W. O'Neal

William T. Neary

Utilities

City of Big Lake

City of Dilley

City of Enid

City of Fort Stockton

Fort Worth Water Department

Guadalupe Valley Electric Coop

Hernandez Sanitation

Hughes Network Systems, Inc.

Legacy Disposal & Sanitation

NextLink

Oklahoma Gas & Electric

Reliant, Dept. 0954

Republic Services #688

Republic Services #859

Rural Texas Broadband

Southwest Texas Electric

Stream Energy

Vonage Business

Waste Connections

Vendor

AFCO

AFS/IBEX Financial Services

Aggreko LLC

American Express

Ares Capital Corporation

Black Canyon Process Equipment

Blue Cross Blue Shield of Texas

BNSF Railway Company

Caterpillar Financial Services

CCC Group Inc

Engineered Software Products

Florida Engineering and Design

Fort Worth & Western Railroad

Frontier Tank Lines

Gray Reed & McGraw LLP

H & E Equipment, Inc.

Healthcare Service Corporation

HOLT CAT

Lhoist North America

Lockton Companies

Lonestar Prop 50 LLC

Louisville Dryer Company

Marabou Energy Management, LLC

McLanahan Corporation

Mr. John Goodlett

Penske Truck Leasing Co., L.P.

Pilot Travel Centers LLC

Plains Capital Bank

Principal Financial Group

Purvis Industries, LTD.

RJ Sikes

Sand Hill Land & Cattle LLC

Texas Mutual Insurance Co.

Texas Pacifico Trans., LTD

The Andersons Railcar Leasing

Trac-Work Inc

Turn-Key Processing Solutions

TXU Energy

Union Pacific Railroad Co.

United Cooperative Services

Warren Cat Rental

Schedule B to Barton Declaration

Potential Connections or Related Parties

Vista Proppants & Logistics

**Current and Former Clients of A&M
and/or its Affiliates¹**

1st Source Bank
Acton Mobile Industries
American Express
Apache Corporation
Aramark Uniform Services
Ares Capital Corporation
AT&T Corp.
Bank of America Leasing & Capital, LLC
BJ Services, LLC
Blue Cross & Blue Shield of Texas
Blue Mountain Capital Inc.
BNSF Railway Company
C&J Energy Services
Canon Financial Services, Inc.
Caterpillar Financial Services
CCC Group Inc.
Chesapeake Energy
Coast to Coast
Command Alkon
CRC/Crump
De Lage Landen Financial Services, Inc.
Deloitte & Touche LLP
Devon Energy Corporation
El Paso Natural Gas Company, LLC
Endurance American Ins. Company
Energy Transfer
EOG Resources, Inc.
EP Energy
Everest Indemnity Insurance Co.
FedEx
First Western Bank & Trust
General Security Indemnity Co.
Global Aerospace, Inc.
Halliburton Energy Services
Hi-Crush Inc.
Hughes Networks Systems, Inc.
James Hardie Building Products
Keane Group
Lansing Trade Group
Lexington Insurance Company
Lhoist North America

Liberty Mutual Fire Insurance
Lloyds of London
Marathon Oil
Medical Doctor Associates
Mutual of Omaha
Nextier
Oncor Electric Delivery Company, LLC
Pioneer Natural Resources USA
Piper Jaffrey & Co.
Pitney Bowes
PlainsCapital Bank
PowerScreen Texas
Preferred Sands
Principal Financial Group
QBE Specialty Insurance Co.
Reliant Dept. 0954
Republic Services #688
Safety-Kleen Systems, Inc.
Sanchez
Schlumberger Technology Corp.
Scottsdale Insurance Company
Shale Energy Support, LLC
Signal Peak Silica LLC
Simmons & Company
Smart Sand
Steadfast Insurance Company
Tara Energy
Travelers Casualty & Surety Co. of America
Twin Eagle Sand Logistics, LLC
TXU Energy
U.S. Silica Holdings Inc.
United Rentals
Verizon Wireless
Vista Bank
Waste Connections
Wells Fargo Equipment Finance

¹ A&M and/or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (or, with respect to those parties that are

investment funds or trusts, to their portfolio or asset managers or their affiliates) in wholly unrelated matters.

Vista Proppants & Logistics

Significant Equity Holders of Current and Former A&M Clients²

American Express
Ares Capital Corporation
AT&T Corp.
Bank of America Leasing & Capital, LLC
Blue Mountain Capital Inc.
C&G Humphreys Development LP
Castle Rock
Cintas
Commerce Bank
Corporation Service Company
Dell Technologies
Edward T. Bialis
Energy Transfer
Halliburton Energy Services
Liberty Mutual Fire Insurance
Lloyds of London
Marathon Oil
Neil A. Wizel
Penske Truck Leasing Co., L.P.
Republic Services #688
Schlumberger Technology Corp.
Starr Indemnity & Liability Co.
Wells Fargo Equipment Finance

Professionals & Advisors³

American Express
Ankura Consulting Group LLC
Bank of America Leasing & Capital, LLC
Corporation Service Company
Deloitte & Touche LLP
Gray Reed & McGraw LLP
Haynes & Boone, LLP

² These parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds or trusts managed by such managers) are significant equity holders of clients or former clients of A&M or its affiliates in wholly unrelated matters.

³ These professionals have represented clients in matters where A&M was also an advisor (or provided interim management services) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

Jackson Walker LLP
Kurtzman Carson Consultants LLC
Lockton Companies
Piper Jaffrey & Co.
Pitney Bowes
Sidley Austin LLP
Simmons & Company
Wells Fargo Equipment Finance

Significant Joint Venture Partners⁴

Apache Corporation
AT&T Corp.
Bank of America Leasing & Capital, LLC
Union Pacific Railroad Co.
Wells Fargo Equipment Finance

Board Members⁵

Neil A. Wizel

Government and Regulatory⁶

Environmental Protection Agency
Internal Revenue Service
Securities & Exchange Commission
State of Oklahoma
State of Texas
U.S. Department of Justice
U.S. Department of Labor

⁴ These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

⁵ These parties or their affiliates are board members of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

⁶ A&M and/or an affiliate is currently providing or has provided certain consulting or interim management services to these government entities or regulatory agencies in wholly unrelated matters.

Vista Proppants & Logistics

A&M Vendors⁷

Acton Mobile Industries
American Express
Aramark Uniform Services
AT&T Corp.
Bank of America Leasing & Capital, LLC
Cintas
Canon Financial Services, Inc.
De Lage Landen Financial Services, Inc.
Dell Technologies
Deloitte & Touche LLP
Endurance American Ins. Company
Energy Transfer
Federal Insurance Company
FedEx
Haynes & Boone, LLP
Jackson Walker LLP
Lloyds of London
Pitney Bowes
Principal Financial Group
Shred-It
Sidley Austin LLP
Travelers Casualty & Surety Co. of America
Verizon Wireless
Wells Fargo Equipment Finance

⁷ These parties or their affiliates provide or have provided products, goods and/or services (including but not limited to legal representation) to A&M and/or its affiliates

Exhibit C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**ORDER AUTHORIZING THE DEBTORS, PURSUANT TO 11 U.S.C.
§§ 105(a) AND 363(b), TO (I) RETAIN ALVAREZ & MARSAL
NORTH AMERICA, LLC TO PROVIDE THE DEBTORS A CHIEF
RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL
PERSONNEL AND (II) DESIGNATE GARY BARTON AS CHIEF
RESTRUCTURING OFFICER FOR THE DEBTORS *NUNC PRO TUNC*
TO THE PETITION DATE**

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

Upon the Debtors' Application Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (i) Retain Alvarez & Marsal North America, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (ii) Designate Gary Barton as Chief Restructuring Officer for the Debtors Nunc Pro Tunc to the Petition Date (the "Application")² of Vista Proppants & Logistics, LLC, and their debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), for authorization to retain Alvarez & Marsal North America, LLC ("A&M") to provide the Debtors with a Chief Restructuring Officer and certain Additional Personnel (as described in the Application) and designate Gary Barton as the Debtors' CRO, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter annexed to the Application as **Exhibit A** and the Barton Declaration annexed to the Application as **Exhibit B**, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Miscellaneous Rule No. 33 (N.D. Tex. August 3, 1984); and consideration of the Application being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having provided notice of the Application and Hearing (as defined below) to the Notice Parties; and the Court having held a hearing to consider the requested relief (the "Hearing"); and the record of the Hearing, and all of the proceedings before the Court, the Court finds and determines that the requested relief is in the best interests of the Debtors, their estates,

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

creditors, and all parties in interest; the Debtors have provided due and proper notice of the Application and Hearing and no further notice is necessary; the legal and factual bases set forth in the Application establish just and sufficient cause to grant the requested relief herein; **IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED to the extent set forth herein.
2. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved..
3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain A&M to provide the Debtors with a Chief Restructuring Officer and certain Additional Personnel and to designate Gary Barton as the Debtors' Chief Restructuring Officer, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter.
4. A&M shall be compensated for such services, and shall be reimbursed for any related expenses, pursuant to the terms set forth in the Engagement Letter in the ordinary course of business, as modified by this Order.
5. Any dispute with regard to any controversy or claim arising under the Engagement Letter shall be resolved in accordance with the Dispute Resolution Procedures attached to the Application as **Exhibit D**.
6. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.
7. Notwithstanding anything in this Order to the contrary, (a) payments authorized by, and any authorizations contained in, this Order are subject to the terms, conditions, limitations, and requirements of any cash collateral or DIP financing orders entered in these Chapter 11 Cases

(together with any approved budgets in connection therewith, the “DIP Financing Orders”) and (b) to the extent there is any inconsistency between the terms of such DIP Financing Orders and any action taken or proposed to be taken hereunder, the terms of such DIP Financing Orders shall control.

END OF ORDER

Submitted by:

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PROPOSED ATTORNEYS FOR DEBTORS

Exhibit D

Dispute Resolution Procedures

Dispute Resolution Procedures

The following procedures shall be used to resolve any controversy or claim (a “Dispute”) as provided in this agreement. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

A dispute shall be submitted to mediation by written notice to the other party or parties. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association (“AAA”) or JAMS/Endispute at the request of a party. Any mediator so designated must be acceptable to all parties.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Arbitration

If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute will be settled by arbitration and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof. The arbitration will be conducted in accordance with the procedures in this document and the Arbitration Rules for Professional Accounting and Related Services Disputes of the AAA (“AAA Rules”).