



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 11, 2020

United States Bankruptcy Judge

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

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

**ORDER APPROVING DEBTORS' EMERGENCY MOTION FOR
ENTRY OF AN ORDER EXTENDING CONFIRMATION AND RELATED PLAN
DEADLINES AND APPROVING FORM OF EXTENSION NOTICE**

The Court has considered the *Debtors' Emergency Motion for Entry of an Order Extending Confirmation and Related Plan Deadlines and Approving Form of Extension Notice* (the "Motion"),² of Vista Proppants and Logistics, LLC, *et al.* (collectively, the "Debtors"); and the

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.

² Capitalized terms not otherwise defined in this Order shall have the meanings ascribed to such terms in the Motion.



Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 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 Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to section 105(a) of the Bankruptcy Code, the confirmation hearing is set for **October 1, 2020 at 2:00 p.m. CT.**
3. The following Plan-related deadlines are hereby extended as follows:

	<u>Prior Deadline</u>	<u>Extended Deadline</u>
Plan Supplement Deadline ³	September 12, 2020	September 19, 2020
Voting Deadline	September 17, 2020	September 24, 2020
Voting Objection Deadline	September 17, 2020	September 24, 2020
Confirmation Objection Deadline	September 17, 2020, at 4:00 p.m. Central Time	September 24, 2020, at 4:00 p.m. Central Time

³ Subject to the Debtors' reservation of rights to alter, amend, modify, or further supplement the Plan Supplement, as set forth in Article V.A. of the Plan.

Deadline to file a report of the Ballots received and a tabulation of the votes	September 21, 2020	September 28, 2020
Deadline to file briefs in support of confirmation of the Plan and responses to Objections to confirmation	September 22, 2020	September 29, 2020
Cure Objection Response Deadline	September 24, 2020	October 1, 2020

4. The Debtors shall serve a notice, substantially in the form attached hereto as **Exhibit 1** (the “Extension Notice”) by first class mail, facsimile, electronic transmission, or overnight mail on or before September 14, 2020, to (a) all Creditors, (b) all holders of Interests, and (c) all other parties in interest.

5. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

#

Submitted by:

HAYNES AND BOONE, LLP

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ATTORNEYS FOR DEBTORS

Exhibit 1 to Extension Order

Extension Notice

**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-elm11
	§	
Debtors.	§	Jointly Administered

NOTICE OF (I) SETTLEMENT TERM SHEET AMONG CREDITORS' COMMITTEE, THE DEBTORS, THE TERM LOAN AGENT, AND THE TERM LOAN LENDERS; (II) THIRD AMENDED JOINT PLAN OF REORGANIZATION OF VISTA PROPPANTS AND LOGISTICS, LLC, ET AL., PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE; AND (III) CONTINUED CONFIRMATION HEARING AND EXTENSION OF RELATED DEADLINES

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST AND EQUITY INTERESTS IN THE ABOVE-CAPTIONED DEBTORS AND DEBTORS IN POSSESSION:

PLEASE TAKE NOTICE THAT:

Approval of Disclosure Statement. By order dated August 19, 2020, 2020 (the "Disclosure Statement Approval Order"), the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Court") approved the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement") filed by 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"), and authorized the Debtors to solicit votes with regard to the approval or rejection of the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, which is attached as an exhibit to the Disclosure Statement (including subsequent amendments, the "Plan").²

Settlement Term Sheet. The Debtors, official committee of unsecured creditors (the "Committee"), the Term Loan Agent, and the Term Loan Lenders have reached an agreement on the material terms of a comprehensive settlement (the "Settlement") with respect to the Debtors' Plan. The Settlement is reflected in the *Settlement Term Sheet Among the Creditors' Committee, the Debtors, the Term Loan Agent and the Term Loan Lenders* (the "Term Sheet") attached hereto as Exhibit A. The Settlement, among other things, provides for an enhanced recovery for Class 6 General Unsecured Creditors, resolves the Committee's opposition to confirmation of the Debtors' Plan, and paves the way for the Debtors to successfully emerge from chapter 11 with the support of their key creditor constituencies.

Third Amended Plan. On September [●], 2020, the Debtors filed the *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "Third Amended Plan"), which implements the Settlement in accordance with the Term Sheet.

Continued Confirmation Hearing and Extension of Related Plan Deadlines. On September [●], 2020, the Court entered the *Order Approving Debtors' Emergency Motion for Entry of an Order Extending Confirmation and Related*

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: 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.

² Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Plan.

Plan Deadlines and Approving Form of Extension Notice [Docket No. [●]] (the “Extension Order”). Pursuant to the Extension Order, the Confirmation Hearing to consider confirmation of the Plan has been continued from September 24, 2020, at 1:30 p.m. to **October 1, 2020, at 2:00 p.m. Central Time**. The Confirmation Hearing shall be held before the Honorable Edward L. Morris at the Eldon B. Mahon U.S. Courthouse, 501 W. 10th Street, Rm. 204, Fort Worth, TX 76102-3643, or before any other judge who may be sitting in his place and stead. Additionally, pursuant to the Extension Order, the following events and deadlines originally set forth in the Disclosure Statement Approval Order have been extended as follows:

	<u>Prior Deadline</u>	<u>Extended Deadline</u>
Plan Supplement Deadline ³	September 12, 2020	September 19, 2020
Voting Deadline / Deadline to Submit Release Opt-Out Form	September 17, 2020	September 24, 2020
Voting Objection Deadline	September 17, 2020	September 24, 2020
Confirmation Objection Deadline	September 17, 2020, at 4:00 p.m. Central Time	September 24, 2020, at 4:00 p.m. Central Time
Deadline to file a report of the Ballots received and a tabulation of the votes	September 21, 2020	September 28, 2020
Deadline to file briefs in support of confirmation of the Plan and responses to Objections to confirmation	September 22, 2020	September 29, 2020
Cure Objection Response Deadline	September 24, 2020	October 1, 2020

Changes to Scope of Released Parties and Exculpated Parties Under the Third Amended Plan. Pursuant to the Settlement, the Third Amended Plan contains certain modifications to the scope of Released Parties and Exculpated Parties. Specifically, the Committee, its members (solely in their capacities as members of the Committee), and its professionals have been added as Released Parties and Exculpated Parties under Article VIII of the Third Amended Plan. Additionally, the Term Loan Secured Parties are now Released Parties irrespective of the Class 6 vote on the Third Amended Plan, and each of (i) Ares Credit Strategies, (ii) Ares ND Credit Strategies Fund LLC, (iii) Ares Jasper Fund, L.P., and (iv) ARCC VS CORP have been added as a Released Party in its capacity as an equity holder.

Changing Votes/Changing Release Opt-Out Election. Pursuant to paragraph 23 of the Disclosure Statement Approval Order and subject to the provisions therein, if two (2) or more Ballots are cast voting the same claim prior to the Voting Deadline, the latest dated Ballot actually received prior to the Voting Deadline will be deemed to reflect the voter’s intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot reflects the voter’s intent, the Balloting Agent may contact the creditor and calculate the vote according to such voter’s written instructions. **Any holder of a Class 6 Claim that is eligible to vote on the Plan may change their vote on the Plan by submitting an additional Ballot prior to the extended Voting Deadline of September 24, 2020 in accordance with the instructions set forth in the Solicitation Materials that the Debtors previously served in accordance with the Disclosure Statement Approval Order.** Additionally, any holder of a Claim or Interest may submit a revised opt-out election form if they seek to change their election to opt of the third-party release set forth in article VIII.D of the Plan. Additional copies of Ballots and opt-out election forms may be obtained by contacting the Debtors’ Claims and Balloting Agent - Kurtzman Carson Consultants LLC, by (i) toll-free telephone (866) 475-7847 (U.S./Canada) or (781) 575-2036 (International) or (ii) online at <http://www.kccllc.net/vista/inquiry>.

³ Subject to the Debtors’ reservation of rights to alter, amend, modify, or further supplement the Plan Supplement, as set forth in Article V.A. of the Plan.

Additional Information. Any party wishing to view the Third Amended Plan, Plan Supplement, Disclosure Statement, Disclosure Statement Approval Order, or the Extension Order may view such documents at <http://www.kccllc.net/vista>. Any party in interest wishing to obtain information about the solicitation procedures or balloting should contact the Debtors' Claims and Balloting Agent - Kurtzman Carson Consultants LLC, by (i) toll-free telephone (866) 475-7847 (U.S./Canada) or (781) 575-2036 (International) or (ii) online at <http://www.kccllc.net/vista/inquiry>.

Dated: September __, 2020

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Matthew T. Ferris
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David L. Staab
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ATTORNEYS FOR DEBTORS

Exhibit A to Extension Notice

Settlement Term Sheet

***In re Vista Proppants and Logistics, LLC* Case No. 20-42002**
Settlement Term Sheet Among the Creditors' Committee, the Debtors, the Term
Loan Agent and the Term Loan Lenders

This term sheet (the “***Term Sheet***”) sets forth certain material terms of a comprehensive settlement (the “***Settlement***”) in the above-referenced chapter 11 cases (the “***Chapter 11 Cases***”) among the Official Committee of Unsecured Creditors (the “***Creditors' Committee***”), the Debtors, the Term Loan Agent and the Term Loan Lenders (each as defined below and, collectively, the “***Settling Parties***”) to be implemented through the filing of the Amended Plan (as defined below) and subsequent Bankruptcy Court¹ approval in connection with confirmation of the Amended Plan. This Term Sheet is intended as a summary for discussion purposes only and does not constitute a commitment, obligation, or agreement to enter into any particular transaction. Only confirmation of the Amended Plan that incorporates the terms of this Settlement shall result in any binding or enforceable obligations of any party with respect thereto. All Settling Parties' obligations with respect to the Settlement shall be subject to customary internal and Bankruptcy Court approvals, the negotiation and confirmation of the Amended Plan on the terms set forth herein, and the closing of any related transactions implementing the Settlement.

Settlement Term Sheet	
Settling Parties	(a) The Creditors' Committee; (b) the Debtors; (c) the Term Loan Agent; and (d) the Term Loan Lenders
Settlement Date	The Settlement Date shall occur on the date that this Term Sheet is executed by each of the Settling Parties (the “ <i>Settlement Date</i> ”).
Means of Implementation	<p>Subject to the occurrence of all applicable Settlement Conditions (defined below), the Debtors shall file an amended Plan implementing the terms of this Settlement (the “<i>Amended Plan</i>”) on or before September 14, 2020, in a form reasonably acceptable to each Settling Party.</p> <p>Subject to the occurrence of all Settlement Conditions, each Settling Party agrees to use its commercially reasonable efforts to support confirmation of the Amended Plan, including the Bankruptcy Court approval of the Settlement, in connection with confirmation of the Amended Plan.</p>

¹ Capitalized terms used but not defined herein shall have the meanings used in the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 401] (the “***Plan***”).

Settlement Term Sheet	
Non-Released Parties and Related Estate Claims	No change to release section of current plan except that (a) Committee to be added as a Released Party; (b) Term Loan Lenders are Released Party irrespective of Class 6 vote on the Amended Plan; and (c) each of (i) Ares Credit Strategies, (ii) Ares ND Credit Strategies Fund LLC, (iii) Ares Jasper Fund, L.P., and (iv) ARCC VS CORP to be added as a Released Party in its capacity as an equity holder.
Settlement Conditions	<p>The obligations of the Term Loan Agent, Term Loan Lenders and the Debtors under this Settlement are subject to the Creditors' Committee satisfying the following obligations (the "<i>Settlement Conditions</i>"), pursuant to which the Creditors' Committee shall, on or after the Settlement Date (as applicable):</p> <ul style="list-style-type: none"> • support, and not oppose, confirmation of the Amended Plan, including with respect to any of the release or exculpation provisions set forth in the Amended Plan; provided, however, that the releases and exculpation provisions remain as set forth in the Plan [Dkt. No. 401], except as otherwise provided herein; • on or before September 14, 2020, file a statement in support of confirmation of the Amended Plan; • on or before September 14, 2020, provide a letter through the Debtors' claims agent and at the Debtors' expense that supports the Amended Plan and recommends that Holders of Claims in Class 6 vote to accept the Amended Plan; • on or before September 16, 2020, provide the Settling Parties with a good faith accounting of all Professional Fees incurred on or prior to the Settlement Date. • on the Settlement Date, cease incurrence of any and all Professional Fees related to the investigation or prosecution of the Causes of Action that will be transferred to the Litigation Trust (as defined below), other than the Causes of Action against PlainsCapital Bank set forth in the Standing Motion, until such time as the Litigation Trust is established; and • not file any motion, pleading, objection, discovery demand, request or letter to the Bankruptcy Court in contravention of this Term Sheet, the Amended Plan, or the Class 6 votes of the Prepetition Term Loan Lenders on account of their Deficiency Claims submitted in favor of the Plan (including, but not limited to (i) whether such votes have been made in good faith or (ii) the amount of such

Settlement Term Sheet	
	Deficiency Claims), or to take or participate in any other action, against the Debtors, or their affiliates in this Chapter 11 Case that is inconsistent with this Term Sheet or the Amended Plan.
GUC Cash Settlement	An amount totaling \$2,000,000 (the “ <i>GUC Cash Settlement</i> ”) to be funded by the Term Loan Lenders consisting of (a) \$1,750,000 in cash up front <i>plus</i> (b) a \$250,000 non-recourse non-interest-bearing loan to the Litigation Trust repaid on first dollars of net proceeds collected from litigation other than from the Net PlainsCapital Recovery (as defined below), (i) \$1,000,000 of which shall be allocated for funding of the Litigation Trust; and (ii) \$1,000,000 of which shall fund a payment of Cash to Holders of Class 6 Claims pursuant to the terms of the Plan.
Class 6 General Unsecured Claims Treatment	Each Holder of a Claim in Class 6, in full and final satisfaction, settlement, discharge and release of, and in exchange for, its Claims shall receive its Pro Rata share of (a) the portion of the GUC Cash Settlement described in clause (ii) above and (b) interests in the Litigation Trust. The Term Loan Lenders shall waive any entitlement to the GUC Cash Settlement, such that any amount distributed pursuant to (a) shall be shared Pro Rata by non-Term Loan Lenders Class 6 creditors (the “ <i>Non-Term Loan Lender Class 6 Creditors</i> ”).
Litigation Trust	<p>The Plan will establish the Litigation Trust.</p> <ul style="list-style-type: none"> • Litigation Trustee to be selected by Committee. • The Litigation Trust will have a Litigation Trust Oversight Committee consisting of three members, two of which shall be selected by the Committee and one of which shall be selected by the Term Loan Lenders. • \$1,000,000 of the GUC Cash Settlement shall serve as funding for the Litigation Trust. • Non-Term Loan Lender Class 6 Creditors shall receive the first \$4,000,000 recovered by the Litigation Trust after the payment of Litigation Trust expenses, including repayment of the loan funded by the Term Loan Lenders. Thereafter, any recoveries achieved by the Litigation Trustee shall be split 60/40, respectively, between (i) the Non-Term Loan Lender Class 6 Creditors; and (ii) the Term Loan Lenders on the basis of their deficiency claims. • To the extent that a recovery is achieved by the Litigation Trustee in connection with the claims asserted against PlainsCapital Bank by

Settlement Term Sheet	
	<p>the Committee in the Standing Motion (the “<i>Net PlainsCapital Recovery</i>”), the Term Loan Lenders shall not share in any such recovery.</p> <ul style="list-style-type: none"> At the Creditors’ Committee’s option, all Avoidance Actions against non-insider trade creditors will either be (i) released under the Amended Plan or (ii) transferred to the Litigation Trust.
Administrative Expenses, Priority Claims and Claims Reconciliation	<p>The Debtors, DIP Lenders, and Term Loan Lenders shall fund all administrative expenses, priority claims, fees of the United States Trustee, and fees and all fees and expenses associated with claims reconciliation, <u>provided</u>, any Creditors’ Committee professional fees and expenses incurred after the Settlement Date in excess of \$250,000 will be paid from the portion of the GUC Cash Settlement to be distributed the Litigation Trust. In the event that the Creditors’ Committee professional fees and expenses total less than \$250,000, such difference shall be added to the portion of the GUC Cash Settlement to be distributed to the Litigation Trust.</p> <p>If a party successfully challenges or causes a reduction of the professional fees and expenses of the Creditors’ Committee (including by settlement with the Creditors’ Committee or its professionals), the amount of such reduction shall not be considered in the calculation of whether the Creditors’ Committee professional fees are above or below \$250,000 for purposes of this Settlement.</p>
Dissolution of the Creditors’ Committee	<p>Effective on the Effective Date, the Creditors’ Committee shall dissolve automatically, and the members thereof (solely in their capacities as Creditors’ Committee members) and the Creditors’ Committee’s Professionals shall be released, exculpated, and discharged from all their duties relating to the Chapter 11 Cases in accordance with Article VIII hereof, except with respect to (i) any applications for Professional Fee Claims or expense reimbursements for members of such Committee including preparing same, objecting to same, defending same and attending any hearing with respect to same; and (ii) any motions or other actions seeking enforcement or implementation of the provisions of this Plan, or the Confirmation Order. Following the Effective Date, Professionals retained by the Creditors’ Committee shall be entitled to reasonable compensation for services rendered in connection with the matters identified in clauses (i) – (ii) and any such payments made in connection therewith shall be made without any further notice to or action, order, or approval of the Bankruptcy Court.</p>

Settlement Term Sheet	
Exculpation and Limitation of Liability; Definitions of Released Parties and Exculpated Parties	<p>The Creditors' Committee, its members (solely in their capacities as members of the Creditors' Committee), and its Professionals shall be deemed to be Released Parties and Exculpated Parties and shall be included in the Exculpation and Limitation of Liability provision of the Amended Plan.</p>

The Settling Parties hereto have caused this Term Sheet to be duly executed as of September 10, 2020:

CREDITORS' COMMITTEE:

By: Kilpatrick Townsend & Stockton LLP,
Counsel for the Official Committee of
Unsecured Creditors of Vista Proppants and
Logistics, LLC, *et al.*

By: _____
Name: Todd C. Myers
Title: Partner

DEBTORS:

VPROP OPERATING, LLC

By: Vista Proppants and Logistics, LLC, its
sole member

By: _____
Name: _____
Title: _____

VISTA PROPPANTS AND LOGISTICS,
LLC

By: _____
Name: _____
Title: _____

LONESTAR PROSPECTS, LTD.,
a Texas limited liability company

By: LONESTAR PROSPECTS
MANAGEMENT, L.L.C.,
a Texas limited liability company,
its general partner

By: VPROP OPERATING, LLC,
a Delaware limited liability
company,
its sole member

By: VISTA PROPPANTS AND LOGISTICS,
LLC,
a Delaware limited liability
company,
its sole member

By: _____
Name: _____
Title: _____

DEBTORS:

LONESTAR PROSPECTS
MANAGEMENT, L.L.C.,
a Texas limited liability company

By: VPROP OPERATING, LLC,
a Delaware limited liability
company,
its sole member

By: VISTA PROPPANTS AND LOGISTICS,
LLC,
a Delaware limited liability
company,
its sole member

By: _____
Name: _____
Title: _____

MAALT, L.P.,
a Texas limited partnership

By: DENETZ LOGISTICS, L.L.C.,
a Texas limited liability company,
its general partner

By: VPROP OPERATING, LLC,
a Delaware limited liability
company,
its sole member

By: VISTA PROPPANTS AND LOGISTICS,
LLC,
a Delaware limited liability
company,
its sole member

By: _____
Name: _____
Title: _____

DEBTORS:

DENETZ LOGISTICS, L.L.C.,
a Texas limited liability company

By: VPROP OPERATING, LLC,
a Delaware limited liability
company,
its sole member

By: VISTA PROPPANTS AND LOGISTICS,
LLC,
a Delaware limited liability
company,
its sole member

By: _____
Name: _____
Title: _____

MAALT SPECIALIZED BULK, LLC,
a Texas limited liability company

By: VPROP OPERATING, LLC,
a Delaware limited liability
company,
its sole member

By: VISTA PROPPANTS AND LOGISTICS,
LLC,
a Delaware limited liability
company,
its sole member

By: _____
Name: _____
Title: _____

TERM LOAN AGENT:

ARES CAPITAL CORPORATION, as
Term Loan Agent

By: _____
Name: _____
Title: _____

TERM LOAN LENDERS:

ARES CAPITAL CORPORATION, as a
Term Loan Lender

By: _____
Name: _____
Title: _____

TERM LOAN LENDERS:

ARES CAPITAL CP FUNDING LLC

By: _____
Name: _____
Title: _____

AC AMERICAN FIXED INCOME IV, L.P.

By: Ares Capital Management LLC, its
investment manager

By: _____
Name: _____
Title: _____

FEDERAL INSURANCE COMPANY

By: Ares Capital Management LLC, its
investment manager

By: _____
Name: _____
Title: _____

TERM LOAN LENDERS:

ARES CENTRE STREET PARTNERSHIP,
L.P.

By: Ares Centre Street GP, Inc., as general
partner

By: _____
Name: _____
Title: _____

SC ACM PRIVATE DEBT FUND L.P.

By: Ares Capital Management LLC, its
investment advisor

By: _____
Name: _____
Title: _____

GREAT AMERICAN LIFE INSURANCE
COMPANY

By: Ares Capital Management LLC, its
investment manager

By: _____
Name: _____
Title: _____

TERM LOAN LENDERS:

SA REAL ASSETS 20 LIMITED

By: Ares Management LLC, its investment
manager

By: _____
Name: _____
Title: _____

PREMIA LV1 LTD.

By: Ares Management LLC, its investment
manager

By: Ares Capital Management LLC, as
subadvisor

By: _____
Name: _____
Title: _____

TERM LOAN LENDERS:

MSD CREDIT OPPORTUNITY FUND,
L.P.

By: _____
Name: _____
Title: _____

SOF INVESTMENTS II, L.P.

By: _____
Name: _____
Title: _____

TERM LOAN LENDERS:

AG ENERGY FUNDING, LLC

In respect of Series 17

By: _____

Name: _____

Title: _____